

# BALMORAL BEACH CLUB EVENTS PTY LTD (“BBCE”)

ACN 605 506 438

## RISK WARNING, WAIVER & ENTRY CONDITIONS

### RISK WARNING

Open water swimming can be a dangerous and risky activity and could result in your loss of life, injury or illness. The risks include, but are not limited to drowning; attack by sharks or stings by stingrays, bluebottles, jimbles or other marine life; polluted or contaminated water; hazardous sea or beach conditions; collision or physical contact with other swimmers, spectators, buoys, boats and other marine craft (particularly if any part of the Event is in navigable waters), submerged rocks or other objects; medical emergencies (e.g. heart attack, epileptic fit, cramp, collapse or hypothermia) and hazardous weather conditions, including lightning strikes.

### WAIVER

I (“Participant”), confirm that I am over 18 years and wish to participate in a swimming event (“Event”) to be conducted by BBCE. In consideration of BBCE accepting me as a participant in the Event, for myself, my heirs, successors, executors and administrators, I hereby:

1. confirm I have read, accept and agree to the above Risk Warning and Entry Conditions below;
2. agree to waive, release and discharge BBCE, The Balmoral Beach Club Limited (“BBC”) and their Directors, officers, officials, members, lifeguards and volunteers and all other participants in the Event (and each of them and their respective heirs, successors, executors and administrators) (**collectively “the Releasees”**) from all claims demands and liabilities arising from the Participant participating in the Event (“Claims”), including for any injury loss or damage to person or property caused by any act or omission of any of the Releasees in the conduct of the Event and for reimbursement of any costs or expenses (being for medical, hospital, rehabilitation, legal, or any other purpose) that may be incurred by me or on my behalf;
3. agree to indemnify and hold harmless the Releasees and each of them against all Claims that the Participant, or anybody on their behalf, may make against any of the Releasees;
4. agree that any terms, rights or guarantees implied by law or statute in connection with the Event, including as a recreational service, are excluded to the extent permitted by law;
5. accept full responsibility for my personal possessions during the Event;
6. consent to receiving such medical treatment as the Event officials consider appropriate during or following the Event;

7. agree that BBCE and/or BBC may publish or use any photograph of me or any member of my family taken at the Event in their publications, promotions, websites or in such other manner as BBCE and/or BBC may decide, without my prior approval or consultation with me.

## **ENTRY CONDITIONS**

1. Your participation in any swimming event ("**Event**") conducted, sponsored or endorsed by BBCE is **AT YOUR OWN RISK**. BBCE takes no responsibility for your safety or health during any such Event. You acknowledge having read and understood the Risk Warning above and accept all risks of the Event.
2. You must be a competent swimmer, in good health and fitness to participate. If you suffer from any medical condition, you must first consult your medical adviser before participating. You must not participate if you are under the influence of, or affected by, alcohol, drugs, medication or other substances.
3. While BBCE might take precautions for the safety of participants, no lifeguard, medical attendant, patrol boat or other emergency assistance may be available to assist you if the need arises.
4. You must exercise care and courtesy to avoid accidents, collision with or injury to other participants. The Event is intended to be good fun and to promote fitness and comradeship, so you should enjoy yourself, but not at the expense of other participants.
5. You must observe the directions and instructions of the Event officials. Event officials have authority to remove a participant from the Event if considered to be incapable of continuing without risk of serious injury. All decisions of the Event officials are final and binding.
6. BBCE reserves the right to postpone or cancel the Event if it considers that the prevailing conditions so warrant. If the Event is cancelled then any Entry fee paid is not refundable.
7. Your registration is not transferable to any other person.

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