

Swimming Wellington

Pelorus Trust Sports House
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ASSUMPTION OF RISK AND WAIVER OF LIABILITY AGREEMENT

In this document “Event” means the Wellington Harbour Challenge 2022, and “Indemnified Persons” means Swimming Wellington Incorporated and its officers, employees, volunteers, agents and contractors, and public bodies, land holders and sponsors associated with the Event.

I confirm I am fit enough to participate in the Event. I understand I should not compete in this Event unless I have trained and prepared appropriately for it. My physical condition has been verified by a medical practitioner or I confidently believe I am sufficiently fit and healthy to compete in the Event.

By competing, I accept all of the inherent and obvious risks involved with open water swimming, which I acknowledge can be a dangerous recreational activity. I am also aware of and accept the possibility of personal injury, death, property damage or loss resulting from participating in the Event.

I hereby release and forever discharge the Indemnified Persons from any and all claims, suits, demands, expenses, losses, costs, damages, actions and proceedings of any nature whatsoever arising from any personal injury, death, property damage or any loss or cost whatsoever sustained by me or any other person as a result of my participation in the Event.

I hereby indemnify and hold harmless the Indemnified Persons from and against all claims, suits, demands, expenses, costs, damages, actions and proceedings of any nature whatsoever arising from any personal injury, death, property damage or any loss or cost sustained by me or any other person as a result of any act, omission, neglect, or default on my part in connection with my participation in the Event.

I understand the Indemnified Persons have the right to change the start time of the course, or cancel the Event for safety and/or weather conditions. There will be no refunds given if the Event is cancelled after 5.00pm on 14th February, 2022.

I hereby agree to allow my photograph, video, multimedia or film likeness to be used for any legitimate purpose by the organisers, sponsors, or others.

I agree that if I suffer injury the Indemnified Persons can at my cost arrange medical treatment and emergency evacuation services as the Indemnified Persons deem essential for my safety.

For entrants 18 or over: I confirm I am an age of legal consent (that is, 18 years or older) and I have read and understood this Assumption of Risk and Waiver of Liability Agreement prior to signing it and agree this agreement will be binding upon me, my heirs, next of kin, executors, administrators, and successors.

For entrants under the age of 18: I confirm as parent/guardian of the person named in this form that I have read and understood this agreement and consent to the person named in this agreement participating in the Event.



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Full Name:

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(Insert name of Parent/Guardian if entrant is under 18 years old)

Signature:

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(Form must be signed by parent/guardian if participant is under 18 years old)

Date:

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