FORSTER S.L.S.C. and CAPE HAWKE S.L.S.C. OCEAN SWIM EVENT

Dorsal 3.8km ocean swim at 10:30 am. YMCA 1km ocean swim at 8:30 am.

C2C Swim Committee

PO Box 325, FORSTER, NSW 2428

Enquiries 0427 415 283

ENTRY FEE $40 - CLUB TO CLUB 3.8km and $15 - YMCA 1km Pay online at: oceanswims.com

Sunday April 18th 2010 at Forster – Note: Late Entry Fee $5 if entering on the day

ENTRY FORM

Entrant to complete (print clearly in block letters and tick where appropriate)

SURNAME:…… Age on race day:…….. years D.O.B: …. / …. /19……

Given Name:……..…… Male / Female (please circle)

Address;…… City / Town;……..State ……Postcode;……

Email:……..…… Telephone;……..

INDIVIDUAL RACE CATEGORIES CLUB TO CLUB 3.8km

14 - 19, 20 - 29, 30 - 39, 40 - 49, 50 - 59, 60 - 69, 70 + and Opens

Note; Minimum age for both events is 14yrs

Risk Warning (Section SM Civil Liability Act 2002)

Warning is given to all entrants in the Dorsal 3.8km and YMCA 1km swim that there is the risk of harm to their person and/or property arising from; any inadequacy of physical condition or stamina to complete the swim, hazardous sea and beach conditions including sea currents and waves, and the presence of sea craft and sea creatures and other hazards.

Conditions

The entrant/parent/guardian of the entrant named above in consideration of the acceptance by Forster Surf Lifesaving Club Limited ('The club") of my entry in the 2010 Club to Club ocean swim and YMCA 1km swim consent and agrees:

1. To receive such medical or other treatment which may be deemed to be advisable by the Club, its medical and first aid assistants, and beach or water safety patrol personnel in the event of injury, accident and/or illness during the Dorsal 3.8km or YMCA 1km swim.

2. To accept full responsibility to inform myself/ourselves and assess all the dangers, hazards and risks of entry in the Dorsal 3.8km and YMCA1km swim and rely/relies solely on my/our own assessment of these dangers, hazards and risks before participating in the Dorsal 3.8km or

YMCA 1km swim and notwithstanding any decision thereon made by the Club and other persons, corporations and bodies involved, engaged in promoting or staging the Dorsal 3.8km and YMCA 1km swim ('The Organisers).

3. To permit free use by the Club and the Organisers of my/our name and photograph in any broadcast, telecast or other media as may pertain to the Dorsal 3.8km and YMCA 1km swim.

4. To have sole responsibility for my/their/our personal possessions and equipment during the Dorsal 3.8km and YMCA 1km swim.

5. That in the event of cancellation of the Dorsal 3.8km or YMCA 1km swim, my/their entry fee shall not be refundable by the Club and the swim will not be re-run.

6. That as a person to whom recreational services are supplied by the Organisers, it is a term of my entry that I engage in the recreational activity of the Dorsal 3.8km or YMCA 1km swim at my own risk.

7. That the terms and conditions contained in this entry form shall be construed broadly to provide a release, indemnity and waiver to the Organisers of any liability for loss, injury or other damage to personal property to the maximum extent permitted by law and shall be construed according to the law of New South Wales.

Race Rules

1. All swimmers must swim the prescribed course and ensure that their name is marked off the official entrants register at the conclusion of

the Dorsal 3.8km and YMCA 1km swim even if they do not complete the course.

2. Swimmers must swim in the category for which they are eligible.

3. All swimmers must wear their prescribed cap, race number and timing device.

4. A swimmer using extraneous aids e.g. flippers, snorkels or flotation clothing or devices, wetsuits of any kind will not be eligible for a prize

5. All swimmers are to behave in a fair and sportsmanlike manner without interference or aggression towards other competitors and any breach of this rule may result in disqualification fro the swim.

6. If in the opinion of an event medical officer or a water safety official a competitor is physically or otherwise incapable of starting or completing the Dorsal 3.8km or YMCA 1km swim, or has been in the water for an inordinate time such competitor may be disqualified from starting or be removed from the water at any time.

7. If in the opinion of the Club the weather or swimming conditions are dangerous or unsuitable, the Dorsal 3.8km and YMCA 1km swim may be cancelled without notice.

8. Prize winners must be present to receive their prizes.

The Dorsal Boutique Hotel

HAHN SUPER DRY FINE OCEAN SWIMMERS SERIES 2009/10

YMCA We build strong **PEOPLE** strong **FAMILIES** strong **COMMUNITIES**

Club 2 Club Swim

SLSA Requirements

9. In this application and declaration: "**Claim"** means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence BUT does NOT include a claim against SLSA by any person entitled to make a claim under a relevant SLSA insurance policy. "**SLSA**" means Surf Life Saving Australia Limited and includes its subsidiaries, its members (including State Centres & Clubs), Branches and their respective directors, officers, members, servants or agents.

10. I acknowledge my application to enter the Event will be accepted upon notification to me by SLSA. I acknowledge that I will be bound by and agree to comply with such rules, terms and conditions as may be imposed by SLSA in respect to the conduct and management of the Event.

11. Warning: The Event can be inherently dangerous. I acknowledge that I am exposed to certain risks during the Event including but not limited to physical exertion, contact with surf lifesaving equipment, body contact and surf, sea and weather conditions. I acknowledge that accidents can and often do happen which may result in me being injured or even killed, or my property being damaged. I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Event.

12. Exclusion of implied terms: I acknowledge that where I am a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods and services may be excluded. I acknowledge that these implied terms and rights and any liability of SLSA (or any of them) flowing from them, are expressly excluded to the extent possible by law, by this declaration. To the extent of any liability arising, the liability of SLSA will, at the discretion of SLSA, be limited to the resupply of the services or the payment of the cost of having the services supplied again.

13. Release & Indemnity: In consideration of SLSA accepting my application to enter the Event I:

(a) release and will release SLSA from all Claims that I may have or may have had but for this release arising from or in connection with my participation in the Event; and

(b) indemnify and will keep indemnified SLSA to the extent permitted by law in respect of any Claim by any person arising as a result of or in connection with my participation in the Event.

14. Fitness to Participate: I have been strongly advised to undergo a physical check-up prior to participating in the Event and to present SLSA with a medical clearance from my doctor. I declare that I am medically and physically fit and able to participate in the Event. I am not and must not be a danger to myself or to the health and safety of others. I will immediately notify SLSA in writing of any change to my medical condition, fitness and ability to participate.

15. Privacy: I understand that the information that I have provided on the entry form is necessary for the Event. I acknowledge and agree that the information may be disclosed to third parties but will only be used for the Objects of SLSA. If the information is not provided my application for entry to the Event may be rejected. I acknowledge that SLSA may also use my personal information for the purposes of providing me with promotional material from SLSA sponsors or third parties. I may advise SLSA if I do not wish to receive any sponsor or third party material.

16. I have provided the information required and signed this form where indicated. I warrant that all information provided is true and correct. I acknowledge that this application and declaration cannot be amended. If I do amend it my application will be null and void and cannot be accepted by SLSA.

17. Severance: If any provision of this membership declaration is invalid or unenforceable in any jurisdiction, the phrase or clause is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If the phrase or clause cannot be so read down it will be severed to the extent of the invalidity or unenforceability of it in any other jurisdiction. Such severance does not affect the remaining provisions of this membership declaration or affect the validity or enforceability of it in any other jurisdiction.

I have read, understood, acknowledge and agree to the above declaration including the warning, exclusion of liability, release & indemnity. I acknowledge that if my application for entry to the Event is successful I will be entitled to participate in the Event.

Signed: ..... Date:……..…….Name: .....

*NOTE: Where the applicant is under 18 years of age this form must **also** be signed by the applicant's parent or legal guardian.*

I, ... am the parent or guardian of the applicant. I authorize and consent to the applicant entering the Event. In consideration of the applicant's application for entry being accepted I expressly agree to be responsible for the applicant's behaviour and agree to personally accept in my capacity as parent or guardian the terms set out in this application and declaration including the provision by me of a release and indemnity in the terms set out above. In addition I agree to be bound by and to comply with the Event rules, terms and conditions.

Parent's signature: ..... Date: ……..……Name: .....

(Where applicant under 18 years of age)