

Participant Waiver Terms and Conditions

Please read carefully. In entering this Event:

1. I hereby declare that I am a competent swimmer and both medically and physically fit and have undertaken adequate training for the Event.

2. I hereby agree that I will not be under the influence of alcohol, nor will I be under the influence of any drugs other than those medically prescribed by a doctor and/or physician and who subsequently gives approval for me to swim in open water.

3. I hereby agree that certain environmental conditions such as, but not limited to, storm, rain, inclement seas or winds, or any other associated risk advised by the Water Safety Manager, may result in the organisers modifying or cancelling the Event.

4. I agree that if the Event is modified or cancelled, the fee shall not be refunded. If for personal reasons the participants would like to withdraw from the event the refund policy is as such: Upon completion of the online entry registration, 50% will be refunded 90 days before the event date. No refunds will be given 60 days before the event date. No refunds will be available after that time under ANY circumstances. The withdrawal must be via email BEFORE each of those dates.

5. I agree to abide by the rules, regulations and policies of Swimming Australia (SA), the relevant Area Swimming Association and the relevant club, including Swimming Australia's Anti-Doping, and National Integrity Framework (these are available at <https://www.swimming.org.au>).

6. I authorise Fenua & Moana to use, disclose, or relate to any relevant bodies any of my personal information that may be necessary to implement the rules, regulations, and policies of Swimming Australia (SA), the relevant Area Swimming Association, and the relevant club, including Swimming Australia's Anti-Doping and National Integrity Framework.
 - I understand that the personal information I provide in my membership or event application is collected, stored, used, and disclosed in accordance with the Fenua & Moanas Privacy Policy

I have the option of interacting with Fenua & Moana without providing my personal information where it is lawful and practical to do so; however, my membership or event application may be rejected in accordance with the Privacy Policy if my personal information is not provided. If I do not wish to receive promotional material from Fenua & Moanas sponsors and third parties, I must opt-out in accordance with the procedures described in the Privacy Policy.

 - For participants under 18: This form must be endorsed by the applicant's parent or legal guardian. In all circumstances, the signatory parent or guardian expressly agrees to be bound by the rules, regulations, and policies of Swimming Australia (SA), the relevant Area Swimming Association, and the relevant club, including Swimming Australia's Anti-Doping and National Integrity Framework.

7. All participants who are under the age of eleven (11) years on the day of a race will need to nominate a suitably experienced swimming chaperone to accompany them for the nominated race in accordance with these conditions of entry (except for the Round the Raft 200m race, Children in the 8 and under category must have a chaperone). This Chaperone will be 18 years or older.

8. I undertake to complete the event/s by the time Officials have instructed in the pre-race briefing,

recognising event cut off times may be applied. Should I not complete the event by the cut off time, I agree to leave the water when instructed to do so by a race Official.

9. By participating in swimming activities organised by Fenua & Moana (Swimming Activities), I, the Participant, agree to the following:

- I acknowledge and agree to be photographed and/or filmed during Swimming Activities by Fenua & Moana -approved photographers and representatives.
- I agree that Fenua and Moana owns all rights, titles, and interests in the Media.
- Media may be used for promotional, educational, and other purposes as determined by Fenua and Moana, including but not limited to programs, newsletters, educational resources, websites, social media, publications, promotions, broadcasts, advertisements, posters, and slide shows.
- Fenua and Moana will not materially alter the Media without my consent. I may withdraw consent by written request to Fenua and Moana at info@piertopineoceanswim.com, noting this will not affect Media already published.
- I waive any right to inspect or approve the finished Media or any printed or electronic matter used in conjunction with the Media.

I release Fenua and Moana, its employees, agents, and authorised representatives from any claims, damages, or liability arising from the use of the Media in accordance with this consent and Fenua and Moana's Privacy Policy.

- If I (or my guardian) do not agree to have my name, photograph, and/or results published, I must submit a written request to Fenua and Moana at least seven days before the Event. Fenua and Moana will confirm available exclusion options; however, it is not possible to remove participants from live streaming footage.

10. I acknowledge that participation in this event is entirely at my own risk. I acknowledge that it is my responsibility to seek and secure all insurances I require to compete in the event.

11. I acknowledge that participation in the event can be inherently dangerous. Serious accidents can and often happen which may result in me being injured or even killed.

12. I understand that 'Fenua and Moana' means and includes Fenua and Moana Pty Ltd., and their respective directors, officers, staff, members, volunteers, contractors or agents.

13. I understand that 'Event' means the 2027 Pier to Pine Ocean Swim in which the participant hereby applies for entry.

14. Release and Indemnity: In consideration of my application for entry into the Event being accepted I:

- a. Release and forever discharge Fenua and Moana and parties 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 release Fenua and Moana and parties to the extent permitted by law in respect of any claim by any person including but not only another participant in the Event arising as a result of or in connection with my participation in the Event.

I have read, understood, acknowledge and agree to the above declaration including the warning, exclusion of liability, release and indemnity.

15. Exclusion of Liability: Except where provided or required by law and as such cannot be excluded, I agree that it is a condition of my entry into the Event that Fenua and Moana and all parties (persons, corporations and bodies involved or otherwise engaged in promoting or staffing the event) are each absolved from all liability however arising from injury or damage (whether fatal or otherwise) however

caused (including by the omission of Fenua and Moana and parties) arising out of my participation in the Event.

16. Parental consent must be given for all competitors who are 18 years or younger on the day of the Event. A parent or legal guardian must agree to these Conditions of Entry.

17. I agree that I will not stand or walk on coral, seagrass or other marine organisms during the event in the Emily and Slaughter Bay.

18. I agree to not take any species from Emily and Slaughter bays.

19. I agree to the Swimwear Policy. The Event adopts the following policy in regards to swimwear for all competitors (not applicable in the social category)

For water temperature =18°C and above on race day, swimmers shall wear either standard swimming jammers, briefs or standard one or two piece swimmers if they wish to qualify for placings and prizes.

Swimsuits for men shall not extend above the navel nor below the knee, and for women, shall not cover the neck, or extend past the shoulder, nor below the knee.

Participants that elect to wear a suit that extends above the navel, past the knees or shoulders or covers the neck, will not qualify for prizes or placings.

If a participant chooses to wear a wetsuit they will be required to swim in the social category (No prizes in the social category)

For water temperature less than 18°C on race day, wetsuits are permitted and strongly encouraged for all participants

20. During the swim, I agree to follow the course rules and keep the yellow markers on my right and the red markers on my left at all times.

21. I agree to meet the eligibility requirements for either the social or the competitive category to keep myself and others safe during the race.

I have read and understood the above information and am aware it may affect my legal and insurance rights, and I have read and understood this warning and accept and assume the inherent risks in participating in the Event.

Parent/guardian declaration

By signing this document, the signatory parent or guardian further agrees that they are signing as the agent of any other parent and/or guardian of the participant, on the basis that the other parents and signatories are also bound by the rules, regulations, and policies of Swimming Australia (SA), the relevant Area Swimming Association, and the relevant club

Australia's Anti-Doping and National Integrity Framework.

I have read, understood, acknowledge, and agree to the declarations above and the details provided in the application, and I personally consent to the declarations above and warrant that all information provided is true and correct.

If under 18, I, as the parent or guardian of the applicant, expressly agree to be responsible for the

applicant's behaviour and accept the conditions set out in this membership or event application and declaration.

I, being the parent/guardian of the child identified above, have read the information on this form and give consent for my child to take part in the Event in accordance with the terms and conditions of entry. I understand and agree that my son/daughter/child in my care participates in the Event entirely at his/her own risk. I have considered the nature of such Events and declare that my son/daughter/child in my care is a competent swimmer, and I am satisfied that they are sufficiently responsible and competent to assume full and entire responsibility for their own safety and adhere to the Open Water Swimming Rules which can be found on www.openwaterswimming.com.au or available upon request.

Chaperone consent

In accordance with the terms and conditions of entry, I hereby nominate the following individual who is registered to swim in this event and will swim with my child as a designated chaperone during the nominated race.

Acknowledgement and signature

I hereby release, discharge and indemnify the organisers of the event and all persons or corporations associated directly or indirectly with it from any liability, causes of action, actions, claim or demands in respect of any injury, loss or damage suffered by the Minor as a result of or in any way connected with the Minor's participation in the event and whether arising as a result of any act, omission, default, failure or neglect on the part of such persons or corporations.