

**BUSSELTON JETTY SWIM 2010
DECLARATION**

1. In consideration of and as a condition of acceptance of my/our entry in the Busselton Jetty Swim 2010 ("the Event") I/we for myself, my heirs, executors, administrators and legal personal representatives hereby waive all and any claim, right or cause of action which I/we or they might otherwise have or at any future time have for or arising out of loss of life or injury (including psychological trauma) damages or loss of any description whatsoever (including property damage) which I/we or my/our equipment may suffer or sustain in the course of, or consequent upon, my entry or participation in the said Event howsoever arising except to the extent prohibited by law.
2. I/we hereby release and discharge the Busselton Allsports Inc. together with all persons and corporations involved or otherwise engaged in promoting, staffing or operating the Event together with the servants, agents, representatives and officers of any of them including, (without limiting the generality of the foregoing), sponsor organisations, land owners and lessees, promoters and organisers of the Event, together with their respective directors, officers, employees, consultants, contractors, agents, officials and volunteers, from all liability for loss of life or injury, (including psychological trauma), damages or loss of any description whatsoever (including property damage) which I/we or my/our equipment may suffer or sustain in the course of or consequent upon my entry or participation in the said Event howsoever arising except to the extent prohibited by law.
3. I hereby declare that I am medically and physically fit and have undertaken adequate training for the Event. If applicable, I also declare on behalf of each member of my team that each member of my team is mentally and physically fit and has undertaken adequate training for the Event.
4. I hereby consent for myself and each member of my team to receive such medical treatment that may be deemed advisable in the event of injury, accident and/or illness during or immediately after the event.
5. I hereby agree (and, if applicable, each member of my team hereby agrees) that in the event of storm, rain, inclement weather, seas or winds, or otherwise at their absolute discretion the organisers of the Event have the right to modify or change the Event and the entry fee shall not be refundable in whole or in part.
6. I acknowledge that refunds are only available if applied for in writing and must be applied for prior to the entry closing date of Wednesday 3 February 2010. A \$10 administration fee per swimmer will be retained.
7. I agree to the race rules and conditions as set by the organising committee.
8. All competitor details will be entered into a database and photographs will be taken during the Event. Busselton Allsports Inc., their sponsors and / or any of their related entities may use the entrant's names and addresses and photographic images for future promotional, marketing and publicity purposes.
9. I undertake to complete the Busselton Jetty Swim 2010 within 3 hours of the official start time. Should I not complete the said Swim within the specified time, I agree to leave the water when instructed to do so by a race official. Should I not leave the water when instructed to do so, I understand that I may be removed from the water for my own safety and for the safety of others.

BUSSELTON JETTY SWIM 2010 DECLARATION

10. I/we acknowledge that participation in the Event is an activity which is dangerous with many inherent risks as a result of which personal injuries (and sometimes death) are common and ordinary consequences. I therefore assume and accept all risk of personal injury or death in any way whatsoever arising from participation in the Event.

11. Under the provisions of the Fair Trading Act 1999 several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are:

- rendered with due care and skill; and
- as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the Fair Trading Act 1999, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

12. If anything in this Entry Form is considered to be unenforceable, illegal or void for any reason then it shall be read down and, if necessary, severed so that the balance of the Entry Form remains of full force and effect.

13. The conditions of this Entry Form may be supplemented by additional conditions displayed at the Event Venue.

14. I confirm that I have the legal capacity to enter into these terms and conditions of entry and if applicable I am authorised to make this Declaration on behalf of each member of my team and that I agree and each member of my team agrees to be bound by and comply with all these terms and conditions of entry.

15. I understand and acknowledge that Busselton Allsports Inc. will use an electronic timing chip device for timing competitors in the Event and this will entail the issuing and wearing of the device on an ankle strap, on a loan basis only. I undertake to return this timing chip device and ankle strap as soon as I have completed, or withdraw from, the Event and to pay Busselton Allsports Inc. an amount of \$AUD25 (including GST) if I fail to return the said device and ankle strap at the finish of, or upon earlier withdrawal from, the Event.