



Terms and Conditions of Entry

Important Notice

These Terms and Conditions of Entry apply to all swimmers participating in the 2021 South32 Rottnest Channel Swim. An entry for the Event will not be accepted until all swimmers the subject of the entry have evidenced their acceptance of these Terms and Conditions of Entry by providing their electronic signature as part of the Event registration process.

Agreement by each swimmer

In consideration of, and as a condition of acceptance, my entry in the 2021 South32 Rottnest Channel Swim (the **Event**) for myself, my heirs, executors and administrators:

1. To the fullest extent permitted by law, I hereby waive all and any claims, rights or causes of action which I might otherwise have for, or arising out of, loss of life or injury, damages or loss of any description whatsoever which I or anyone involved in the Event on my behalf (including any other swimmers in my duo or team (the **Swimmers**), support crew, the skipper (the **Skipper**) of my support boat (the **Support Boat**) and any paddler (the **Paddler**) assisting in the Event on my behalf (collectively **My Team**) as well as my equipment (including the Support Boat, Paddlecraft and any equipment of My Team) may suffer or sustain in the course of, or consequent upon, my/My Team's entry, preparation for, or participation in the Event.
2. I indemnify the Minister for Transport, the Fremantle Port Authority, the Town of Cottesloe, the Rottnest Island Authority, the Department of Transport of WA, the Fremantle Volunteer Sea Rescue Group and their officers, Surf Life Saving Western Australia, the Rottnest Channel Swim Association Inc (**RCSA**) including RCSA Committee Members, Race Officials, volunteers, sponsors and service providers against any claim for damages or injury arising as a result of my conduct, preparation and participation as well as the conduct, preparation and participation of My Team, including my Skipper and Paddler, in the Event.
3. This waiver, release and discharge shall operate separately in favour of all persons, corporations, organisations and bodies involved or otherwise engaged in promoting, managing, operating, volunteering or staffing the Event and the servants, agents, sponsors, representatives and officers of any of them including officers of the RCSA, and shall so operate to the fullest extent permissible at law whether the damage or cause is due to any act, commission of an act or omission, omission or neglect of any of them.
4. I understand and accept, and agree to inform all members of My Team, including the Skipper and the Paddler, that the Fremantle Port Authority, WA Police and the Department of Transport of WA, have legislative powers in respect to vessels travelling to and from Rottnest Island, and that the Rottnest Island Authority has legislative powers within the boundaries of the Rottnest Island Marine Reserve (the Marine Legislation) and that we agree to comply with their directions.
5. I acknowledge and agree that My Team, including the Skipper and the Paddler, will comply with the Marine Legislation and the directions given by the officers of the Fremantle Port Authority, WA Police, Department of Transport of WA, Rottnest Island Rangers, Fremantle Volunteer Sea Rescue Group, Surf Life Saving Western Australia, Race Officials and Medical Personnel. I understand that failure to do so shall result in automatic disqualification from the Event and may result in banning from or sanctions in future Events and acknowledge that it may also result in prosecution of me and/or My Team.
6. I understand and acknowledge that the only insurance coverage maintained by the RCSA for the Event is public liability cover against damage to shipping, as required by the Fremantle Port Authority. All other insurances are the sole responsibility of me and/or My Team.



7. I certify that I am, and all the Swimmers in My Team, are fourteen years of age or older on the day of the Event, being 20 February 2021 in compliance with the Event Rules. If any of the Swimmers in My Team are over fourteen years of age but younger than eighteen years of age on the day of the Event (the **Minor(s)**) then the Team Captain is responsible for seeking permission from the Guardian(s), Parent(s) or other adult(s) over the age of eighteen years, and responsible for the Minor(s), and have them certify on behalf of the Minor(s) the terms and conditions of this entry form.
8. I acknowledge that the official Event briefing provided in January/February 2021 (the **Briefing**) is a compulsory requirement of entry into the Event and will ensure that I, or a member of My Team, or alternatively a representative of My Team, will attend that Briefing (or another briefing as agreed by the RCSA). I acknowledge that it is strongly recommended the Skipper also attends the Briefing.
9. I accept that it is mandatory for my Skipper to complete the 2021 Skippers' Questionnaire by the week before the Event, being 12 February 2021.
10. I acknowledge that the Skipper is ultimately responsible for my safety and welfare on Event day. I acknowledge that the Skipper is responsible for ensuring that contact is maintained at all times (1,500 metres from the start) with the swimmer from My Team who is in the water.
11. I agree to comply with all Event Rules, RCSA By-laws, and directives of the Race Director, Race Officials and on-water safety personnel. I accept that that failure to comply may result in my/My Team's disqualification and banning from future Events. I accept that any disqualification or banning of I/My Team is final and I/My Team have no right of appeal.
12. I hereby declare that I am medically and physically fit and capable and have undertaken all necessary and adequate preparation and training for the Event so that I am able, safely and successfully, to complete the Event. I will seek medical advice prior to the Event if I am suffering from any relevant physical or medical condition. I accept the risk of participating despite any physical or medical conditions from which I suffer. I acknowledge that the purpose of gathering medical information by RCSA is to be used in the event of a medical emergency and not for the purpose of determining who is fit or unfit to take part in the Event. I acknowledge that it is my obligation to ensure that I have undertaken all necessary and adequate preparation and training for the Event and that I am medically fit and capable of competing in the Event. I have supplied an emergency contact name and number for a person who is contactable both during and after the Event, and is not another participant, and agree that medical personnel, the Race Director, or President of the RCSA, may contact that person and exchange my personal information with them in case of an emergency.
13. I acknowledge that I enter the Event entirely at my own risk and that the Event is a gruelling, endurance open water swim with the risk of injury and possible fatality notwithstanding the risk management plan and safety measures adopted by the RCSA. I acknowledge and am aware that by taking part in the Event, I am exposed to the risks of open water swimming including but not limited to drowning; shark attack; marine stingers; injury by marine life; being hit by a boat, object, or person; hypothermia; and pulmonary edema.
14. I acknowledge that I am aware that the extended time that I spend in the water in taking part in this open water swimming Event may expose me to the risk of hypothermia and/or pulmonary edema. By agreeing to take part in this Event, I acknowledge and accept that risk.
15. I consent to receive such medical aid or preventative treatment, including ambulance transportation, which may be deemed advisable in the unfettered discretion of medical personnel and Lifesavers in the event of any injury, accident, or illness to me as the result of my participation in the Event.



16. I acknowledge and accept that the on-water safety personnel have the authority to disqualify me/My Team if they believe I/My Team are unable to continue in the Event for medical reasons, and I/My Team chose to not withdraw from the Event.
17. I hereby agree that in the event of adverse weather conditions, or any other matter which gives rise to a safety concern, the RCSA has the right to modify or cancel the Event and the entry fee shall not be refundable in whole or in part.
18. I acknowledge and consent to photographs and electronic images being taken of me before, during, and after the Event by an official representative of the RCSA or a party appointed by the RCSA, and agree that such photographs and electronic images are owned by the RCSA. I understand that all participant details including details of Swimmers, Skippers, and Support Boats (the Details) will be entered into the RCSA's database. The RCSA, its sponsors and/or any party approved by the RCSA may use the Details for future promotional, marketing and publicity purposes. I give permission for the free use of my/My Teams names, voices or pictures in any broadcast, telecast, advertising, promotion or other account of this Event, including advertising and promotions for future events. I acknowledge that the RCSA will automatically subscribe me to the Event email newsletter. I understand that I can gain access to my personal information and request that such details be updated if they change in the future by emailing info@rotnestchannelswim.com.au.
19. I accept that no swimmer changes can be made after **5.00pm (AWST) Wednesday, 17 February 2021** and no changes regarding my Skipper or Support Boat can be made after **5.00pm (AWST) Wednesday, 17 February 2021**. The RCSA will not accept any changes to registrations after this period.
20. (For solo swimmers only) I understand that as a solo swimmer in the 2021 Event, my entry is not transferable and that no other person is permitted to participate in the Event in my place. Applications from solo swimmers for withdrawal from the Event received in writing before **5.30pm (AWST) Friday, 4 December 2020** will entitle the applicant to a 50% refund of the entry fee. Withdrawals after this date do not receive a refund but must still inform the RCSA in writing of their withdrawal from the Event. All solo swimmers who withdraw prior to the Event are entitled to receive only **purchased T-shirts** from their registration pack and are not entitled to receive a complimentary T-shirt. Solo swimmers who are unsuccessful in completing the solo crossing will not receive an official solo prize pack or a complimentary T-shirt.
21. Duo and team swimmers have confirmed their intention to enter the Event by making payment at the time of registering. **There are no refunds for duo and team swimmer withdrawals following payment, irrespective of the date of withdrawal.** Duo and team swimmers must still inform the RCSA in writing of their withdrawal from the Event. All duo and team swimmers who withdraw from the Event are entitled to receive their complimentary, and any purchased T-shirts, from their registration pack. Duo and teams can make swimmer changes as they see fit, subject to Rules 24 and 25, and subject to a prohibition on scalping, in which case the entry will be cancelled. No changes can be made at any point after registration to the duo or team name.
22. Lavan Charity Challenge (LCC) teams must inform the RCSA, in writing, should they withdraw from the Event. All LCC swimmers who withdraw from the Event are entitled to receive their complimentary, and any purchased, T-shirts from their registration pack. A LCC team can make swimmer changes as they see fit, subject to Rule 22 and subject to a prohibition on scalping, in which case the entry will be cancelled. No changes can be made at any point after registration to the team name. **There are no refunds for LCC team cancellations.**
23. I agree not to transfer or assign a successful entry to another person or team and understand that, for a duo, a change of more than one swimmer, and for a team, a change of more than two swimmers, is



deemed to be a transfer which requires the approval of the RCSA. The RCSA will not allow any transfers between solo, duo or team categories of the Event.

24. I understand and acknowledge that a mixed team must have a minimum of two female team members.
25. I understand and acknowledge that overall category prizes will be awarded to the overall first, second and third place getters in the solo (male and female), duo (female, male, and mixed) and team (female, male and mixed) categories only. Such prizes are awarded irrespective of which age category was entered (eg. 56+, 100+ etc.). Age category prizes will be awarded to the overall first, second and third place getters in the duo (female, male, and mixed) and team (female, male and mixed) of each age category (e.g. 56+, 100+ etc.) and will only be awarded to those entrants who have not been awarded an overall category prize in the Event. If an age category winner has received an overall prize and is not eligible to receive the age category prize, the placing will not be affected within the age category.
26. (For LCC swimmers) As an entrant in the LCC category, I understand and acknowledge that all teams in this category are exclusively competing for the LCC Cup only, and teams in this category are not eligible for prizes allocated to any other category in the Event.
27. In the event that I/My Team do not collect any age category prizes, medals or trophies (Prizes) awarded to me/My Team at the Event, I acknowledge and understand that I/My Team must collect any such Prize, at my/My Team's expense, from the RCSA by Friday, 23 April 2021. The RCSA cannot be held liable for providing Prizes past this date.
28. I agree to return to the RCSA, the timing device lent to me as a participant in the Event and to pay the RCSA the sum of AUD\$50.00 if I/My Team fail to return the timing device, regardless of how the device was lost. No responsibility will be taken by the RCSA for any timing device returned by mail. I agree to pay the RCSA the sum of AUD\$25.00 if I/My Team return the timing strap or device in a damaged condition e.g. covered in wool fat.
29. I acknowledge that property damage or bodily injury occurring in connection with My Team's Support Boat and its use is the boat owner/Skipper's responsibility. I understand and acknowledge that it is strongly recommended that all boat owners and operators have Boat/Hull Public Liability cover insurance to protect against claims in this regard, and that we should seek professional advice on the adequacy of our insurances. I accept and acknowledge that the RCSA will not take any responsibility or provide insurance for boat owners or boat operators for any claims that arise from the use of my Support Boat.
30. I declare that all the information supplied by me in the Event registration system is true and correct. I acknowledge and accept that the RCSA reserves the right to request information from entrants to validate this information.
31. I acknowledge and agree that by my conduct in participating in the Event, I am submitting to these Terms and Conditions of Entry. I acknowledge that if I do not agree to the Terms or Conditions of Entry, I will not be permitted to participate in the Event.
32. I confirm that I will ensure that each member of My Team shall have a a copy of the Terms and Conditions of Entry and Event Rules.
33. I confirm that I have the legal capacity to enter into these Terms and Conditions of Entry and I agree to be bound by and comply with all these Terms and Conditions of Entry.



34. The RCSA reserves the right to alter these Terms and Conditions of Entry, up to and including the day of the Event. Variations will be posted on the South32 Rottnest Channel Swim website at rotnestchannelswim.com.au
35. I confirm that if I am swimming in a duo or team, all Swimmers will execute a copy of this acknowledgement or My Team will not be permitted to participate in the Event.
36. I understand that drones of any type are strictly prohibited at the start, finish or anywhere amongst the fleet and accept that if any member of My Team or any person on my Support Boat uses a drone, I will be disqualified and the offending person will be banned from future events.
37. I acknowledge and agree that the Event may be cancelled at any time by the RCSA due matters relating to the COVID-19 pandemic. In the Event that the RCSA is required by any law, rule, regulation and/or other order of any relevant authority to cancel the Event due to matters related to the COVID-19 pandemic, or where the RCSA considers that it is unsafe to proceed with the Event due to the COVID-19 pandemic, the RCSA will where practical and reasonable to do so, use reasonable endeavours to limit or avoid incurring expenses in relation to the Event in an effort to refund a part of the entry fee to applicants. Notwithstanding the above, the RSCA gives no warranty or guarantee that any portion of refund will be available arising from a cancellation of the Event under this clause. I release the RCSA and its officers from any liability, claim or loss arising from or in relation to a cancellation of the Event pursuant to this clause or a failure to provide a refund of the entry fee.
38. I acknowledge and agree that the details of any Swimmer, Skipper or family member of a Swimmer who is banned or sanctioned from the Event will be provided to Port to Pub Pty Ltd to enable the Port to Pub Pty Ltd to make a determination on whether it will preclude that Swimmer, Skipper, or family member from participating in the Port to Pub Event.