

BUTTERMERE OPEN WATER SWIM EVENT TERMS & CONDITIONS

I will comply with the following:

You must be 18 years of age on the day of the event to participate.

All participants are to wear a full-length swimming wetsuit, there are no exceptions to this rule, swim wetsuits are compulsory.

All participants must swim with a suitable safety buoy tow float.

Please ensure that you are medically fit before attempting these events and if in doubt, visit your GP and discuss it with them. If you are currently using any medication or have any medical illnesses, you **MUST** visit your GP for guidance.

Training for Open Water:

All participants must be a competent swimmer & train in open water before participating in the event. It is your responsibility to make sure that you are fully prepared for the event and for varying types of weather by regular outdoor swimming. The event organisers cannot be held responsible for any lack of preparation on your part. You should be prepared

Participant Withdrawal/ Refund Policy

If for any reason after registration you wish to withdraw from the event:

Any time up until 90 days from the date of the event: 25% refund.

Inside of 90 days from the event: no refunds will be given.

Participants who do not attend the event will not receive any form of refund/credit.

During the event: no refunds will be given.

Entry Deferment to Future Events:

Alternatively, you may transfer part of your entry fee to a future event. **Please Note:** It is not possible to defer entries to future events unless for a genuine medical reason. A medical certificate must be submitted to the event organisers if you inform us of your deferment.

The terms of deferment to a future event are as follows:

Cancellation by you >60 days before event - 50% of your entry fee will be transferred to a future event.

Cancellation by you >30 days before event - 25% of your entry fee will be transferred to a future event.

Cancellation by you <30 days before event - no deferment.

MEDICAL CANCELLATIONS: In the event of a participant cancelling due to a medical reason for cancelling please note the terms below.

Cancellation by you >60 days before event - 50% refund
Cancellation by you >30 days before event - 25% refund
Cancellation by you <30 days before event - no refund.

A medical certificate must be submitted to the event organisers if you inform us of your cancellation.

This policy is not dependent on circumstances and is final.

Race entries are not transferable between competitors. You may **NOT** compete under someone else's number under any circumstances. This will invalidate insurances undertaken by the organisers to cover the event. In addition, by taking someone else's entry the event does not have the correct contact/safety details for the participant. Failure to comply with the rule will result in disqualification. Entries on the day are subject to availability.

Bad Weather Cancellation Policy

The events will go ahead in all but the most severe conditions. The weather conditions are very much a part of the challenge and it is each person's responsibility to ensure they have the right experience, kit and clothing to deal with the weather conditions.

If an event is cancelled or postponed by the organisers for whatever reason, your entry will be automatically transferred to a rescheduled date. This date will be decided by the organisers, High Terrain Events. Alternatively, if you are unable to make the rescheduled date your entry can be transferred to another selected High Terrain event (Time limit for notification applies).

Should this circumstance arise and it is deemed to negatively impact the safety of the event, we will communicate with you as soon as the decision is made to cancel or postpone the event.

A decision to postpone the event may also be made on the day or the race, or even during the race.

Please Note: That in no circumstances will refunds of entry fees be made in the event of a postponement or cancellation.

In the event of abandonment, postponement or cancellation of the race, we will have no responsibility for any costs incurred because of cancellation, including travel or accommodation costs.

Event Changes: High Terrain Events has the right to alter the timetable and structure of the event up to and including the day of the events.

High Terrain Events retain the right to cancel the event up to two months before the race date if sufficient entry numbers have not been secured to justify the cost of holding the event. In the case of having to cancel a full refund will be given to all participants. High

Terrain Events cannot take any liability for expenses incurred in advance of the race by the participant, i.e. accommodation.

During the event, all participants must follow and comply with the instructions given by safety staff. This includes instructions once the event has started or where the event may be halted due to reasons beyond our control.

You may not deviate from the official course. Failure to comply with the rule will result in disqualification.

High Terrain Events reserve the right to evict any participant from the event causing offence to any staff member or event participant.

High Terrain Events organisation reserves the right to terminate an individual's participation on health and safety grounds.

All competitors are to wear a full-length swimming wetsuit, there are no exceptions to this rule, swim wetsuits are compulsory.

USE OF IMAGES: Photographs/Video of the event may be taken for publicity purposes, I understand that my image may be used and give permission freely for it to be used. High Terrain Events reserve the right to use images on print and digital media of you taking part in the event.

Event Declaration

I declare that I will abide by the rules of the event. I understand & agree that I participate in the event entirely at my own risk & that the organisers, volunteers, partners & associates will be in no way liable for any loss, injury, damage, claim or expense which may arise before, during or after the event regardless of the cause. I must participate safely with consideration for others. I agree to the condition of my entry & agree to follow the instructions given by the organisers.

Competitor Responsibility Statement

“Participating in an open water swim requires fitness and skill. I confirm that I have done sufficient training to ensure that I am fit enough to cope with the demands of this event and that my technical skills are adequate for the diverse requirements of the competition.

I accept that taking part in this event is by its nature hazardous and contains certain inherent risks including, but not limited to:

Drowning during the swim section

Suffering injury due to the actions of other competitors or spectators there are many other foreseeable risks to which I consent.

I accept that I owe a significant duty of care to all other competitors, spectators and race officials. I will exercise all reasonable care to avoid causing death, injury or loss to any such

persons and will indemnify the event organisers against any liability found against them arising out of my negligent or reckless acts.

I accept that in the event of my requiring medical attention during the event the medical personnel appointed by the event organiser take no responsibility for the treatment provided for any unreported existing condition which increases the risk of a medical emergency.

I acknowledge that the event organiser has relied on this statement (in its entirety) in accepting my entry to the event and that if I was unable or unwilling to agree to all the matters set out above in this statement of responsibility the event organiser would not allow me to compete. All statements of fact are true.”

I am healthy & have no medical condition. I have read & understood the above.