

Emerald Bay Classic (EMBC)

Date: 10th October 2021

Rules & Regulations:

1. Declaration of responsibility is required for all swimmers.
2. No one should join the race unless he/she is physically fit, and in excellent health condition.
3. Cut off times
1.6km, 48 mins
3.2km, 80 mins
4. Racers may be asked to provide proof of competence. Failure to do so will result in disqualification.
5. Racers must obey instructions to kayakers, helpers and personnel of the race.
6. Racers will take full responsibility and safety during the race.
7. Wetsuit, fins or paddles are not allowed.
8. SAFETY BUOYS are mandatory during the ENTIRE race. Losing a buoy during the race will result in disqualification.
9. Breaststroke is not allowed.
10. Racers are not allowed to carry camera / mobile phone along during the race.

Coronavirus Disease Precaution & Rules:

1. No sick racers should join the race.
2. Personnel under the quarantine period is not allowed to race.
3. Racers are only allowed to check-in 30 minutes before their assigned race start time.
4. All racers must wear face masks at all times until the start of race. Please prepare an additional mask to be used after the race.
5. Upon finish of the race, racers must leave the premise immediately.
6. There will be no award ceremony. Prizes and medals will be mailed to podium finishers.
7. Racers' safety and observation of law are of our top priorities. Please always exercise vigilance. Any non-compliance will result in immediate disqualification.
8. Open Water Swim Series Hong Kong reserves the right to final interpretation to the above mentioned rules and regulations.

Agreement, Waiver and Release

1. My medical status, physical ability, training and fitness are capable and of a certain level to participate in the "EMERALD BAY CLASSIC";
2. I am voluntarily participating in "EMERALD BAY CLASSIC". I am aware of the inherent risks and potential hazards associated with participating in this "EMERALD BAY CLASSIC" and in general, the activity of open water swimming, which may include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or negligence; or the condition of the open water swimming location. Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Event.
3. I hereby release and hold harmless Open Water Swim Series Hong Kong ("OWSSHK") and Events Horizons and/or its volunteers and/or other organizations, and/or governmental departments directly or indirectly related to the Event against any and all liability or damages for any claim or action arising directly or indirectly from the personal injury or death of myself or any other person as a result of my participation in "EMERALD BAY CLASSIC". If I require medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment; and
4. In consideration of being permitted to participate in "EMERALD BAY CLASSIC", on behalf of myself and my next of kin, heirs and representatives, I release from any and all liability and undertake not to bring legal action against OWSSHK and/or its volunteers and/or other organizations including but not limited to Events Horizons and/or governmental departments directly or indirectly related to the Event for any and all claims, including negligence, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss.
5. The organizer has the right to change the course distance or arrangement or to cancel the race. There will be no refund in any of circumstances.

Parent / Guardian Waiver for Minor (UNDER 18 YEARS OLD):

The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to act and release said parties on behalf of the minor and the parents or legal guardian.

PARTICIPANTS UNDER THE AGE OF 18 ARE REQUIRED TO HAVE PARENT SIGN: This is to verify that I, as a parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releases, and, for myself, my heirs, assigns, and next of kin, release and agree to indemnify and hold harmless the Releases from any and all liabilities incident to my minor child's involvement of participation in the events as provided above, even if arising from their negligence.