

# Peng Chau Island - Swim Training

Date: 1<sup>st</sup> July 2022

## Rules & Regulations:

1. Participants are required to swim with FREESTYLE (FRONT CRAWL) ONLY during the entire 3km and 5.5km training.
2. Declaration of responsibility is required for all swimmers.
3. No one should join the training unless he/she is physically fit, and in excellent health condition.
4. Cut off times
  - o 1.7km, 50 mins
  - o 3.0km, 75 mins
  - o 5.5km 135mins
5. Participants may be asked to provide proof of competence. Failure to do so will not be allowed to participate in the event.
6. Participants must obey instructions to kayakers, helpers and personnel of the training.
7. Participants will take full responsibility and safety during the training.
8. Wetsuits, fins and paddles are not allowed in the training.
9. SAFETY BUOYS are mandatory during the ENTIRE training.

## Coronavirus Disease Precaution & Rules:

1. No sick participants should join the training.
2. Personnel under the quarantine period is not allowed to join the training.
3. Participants are only allowed to check-in 30 minutes before their assigned training start time.
4. All participants must wear face masks at all times except during the training.
5. Participants' safety and observation of law are of our top priorities. Please always exercise vigilance. Any violators will not allow to participate in the event.
6. 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 " Peng Chau Island - Swim Training ";
2. I am voluntarily participating in "Peng Chau Island - Swim Training ". I am aware of the inherent risks and potential hazards associated with participating in this " Peng Chau Island - Swim Training " 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 training.
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 training 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 "Peng Chau Island - Swim Training". If I require medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment.

4. In consideration of being permitted to participate in "Peng Chau Island - Swim Training ", 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 training 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 training course & distance or arrangement or to cancel the training. There will be no refund in any of circumstances.

PARTICIPANTS UNDER THE AGE OF 18 ARE REQUIRED TO HAVE PARENT SIGN:

### 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 or arise from negligence, and release said parties on behalf of the minor and the parents or legal guardian.