



**OCEANMAN LAKE GENEVA  
8 SEPTEMBER 2019**

**PARTICIPATION TERMS AND CONDITIONS**

**IMPORTANT**

- This Agreement applies to the OCEANMAN open water swimming contest organized by ALPINE HEADWAY LLC (the "Organizer") in Lausanne, Switzerland on 8 September 2019 (the "Event").
- It is a legal document that affects your rights, please read it carefully. If any terms are not clear, you should obtain legal advice before proceeding further. By registering for and/or participating in the Event, you accept this Agreement in its entirety.
- If your registration for the Event is made by another person, that person is assumed to be your agent who has accepted this Agreement on your behalf. The Organizer may require you to sign this Agreement again prior to the Event even after its acceptance online.

**I UNDERSTAND, ACKNOWLEDGE AND AGREE:**

**MY REGISTRATION**

1. All information provided during my registration is true and correct. My participation in the Event is contingent upon the Organizer's receipt, review and written acceptance of all required information, documents and the registration fee. In case of any inquiries I will contact the Organizer by email [info@alpine-headway.ch](mailto:info@alpine-headway.ch).
2. The Organizer may limit the number of participants in the Event. Applications received after reaching this limit will be declined and the registration fees will be refunded in full. The [rockthesport.com](http://rockthesport.com) processing fees are non-refundable.
3. I am voluntarily participating in the Event with full knowledge of associated risks. I acknowledge that participating in the Event requires excellent swimming skills and physical fitness and confirm that I am fully capable of participating in the Event without causing harm to myself or other participants. I further confirm that I have not been advised against my participation in the Event by my doctor or any qualified medical practitioner.
4. My registration for the Event is not transferable to other persons or other OCEANMAN events. If I decide to withdraw from the Event after a confirmed registration, I will immediately inform the Organizer by email. If the withdrawal request is received before [30], the Organizer will refund [50]% of the registration fee, otherwise I will not be eligible to any refund.
5. Any participant under 18 years of age must (a) be accompanied by at least one parent or legal guardian, (b) provide an original document confirming their relationship, and (c) provide both parents' or the legal guardian's written consent to participate in the Event. Children under 14 years cannot participate in the Event.

**MY PARTICIPATION**

6. I will review, understand and follow the rules and policies of OCEANMAN and the Organizer related to safety and overall organization of the Event. These include, without limitation, (a) providing the required information and documents, (b) paying the registration fee, (c) participating in pre-race briefings, (d)



wearing a safety buoy throughout the race, (e) wearing a GPS bracelet throughout the race, and (f) wearing a wetsuit throughout the race if water temperature is below 20 degrees Celsius / 68 degrees Fahrenheit. I will immediately advise the Organizer if I believe or become aware that the race course, facilities, equipment or areas to be used in the Event are unsafe.

7. Prior to the Event, I will (a) present to the Organizer an original medical certificate in English issued up to six (6) months earlier and confirming that my condition (including, without limitation, the cardiovascular system) allows me to participate in a chosen race, (b) personally collect my race bag, documents and the GPS bracelet against a photo ID, and (c) provide the name and contact phone of a person who can be contacted in case of any emergency. The Organizer may request clarifications and/or other documents to verify compliance with this Agreement. After the race, I will return the GPS bracelet to the Organizer, its loss will incur a fee of CHF [50] payable to the Organizer in cash.
8. Whenever required, I authorise the Organizer's staff, representatives, contractors or relevant medical personnel to obtain or provide medical care for me, to transport me to a medical facility, and to provide treatment they consider necessary for my health. I am solely responsible to pay all costs associated with such care and transportation. Accordingly, I will arrange for appropriate health and accident insurance coverage prior to the Event and indemnify and hold the Organizer harmless from and against any and all liabilities, claims, costs, expenses and damages of every kind and character (including court costs and reasonable legal fees) related to or resulting from any omission in this respect. I further agree that the Event's medical staff may check my condition before the race and deny my participation for my own safety.
9. I will respect the rights, dignity and worth of every individual at the Event including participants, volunteers, spectators and organizers. I will at all times act responsibly and maintain high standards in respect to my language and actions and will not discriminate against any person on any grounds.
10. The Event will take place at premises not owned by the Organizer. To provide some services and conduct some activities during the Event, the Organizer may contract individuals or organisations that are independent contractors not controlled by the Organizer. I will use reasonable care to prevent any damage to the Event premises, facilities and equipment.
11. I am fully responsible for the security of my personal possessions at the Event and I waive any liability of the Organizer in this respect.
12. I agree that any violation of this Agreement may disqualify my participation in the Event, in which case the Organizer will not refund my registration fee and will not be responsible for any costs or damages associated with such disqualification.

### **LIMITATION OF LIABILITY**

13. The Organizer is not liable for any expenses incurred by participants in connection with the Event except in cases of gross negligence or wilful misconduct.
14. I accept all risks associated with my participation in the Event that could result in injury, disability or loss of life. Accordingly, I release the Organizer, its staff, agents and all other persons and entities engaged in the Event from any and all liabilities related to any injury, disability or loss in connection with the Event and agree to indemnify them, to the fullest extent permitted by law, against all claims, costs, expenses and damages of every kind and character (including court costs and reasonable legal fees) arising out of or connected with my participation in the Event.
15. The Organizer may, in its sole discretion, delay, modify or cancel the Event if it believes the conditions become unsafe to participants due to bad weather or other reasons. If the Event is cancelled due to unsafe conditions, directives issued by relevant authorities or any other cause beyond the Organizer's reasonable control, I agree there will be no refund of the registration fee and/or any other expenses incurred in connection with the Event.



**PERSONAL DATA**

16. I understand and agree that my name, race number and race results may be available to the general public during and after the Event. I consent to my name, contact details and personal data being included to the OCEANMAN database and that unless I specify to the contrary, I will be subscribed to OCEANMAN materials and publications about upcoming events. I will be able to opt out from these subscriptions at any time.

**INTELLECTUAL PROPERTY**

17. I grant to the Organizer and its affiliates the right and permission to photograph, film, record and/or otherwise capture in any media the name, image, voice, written statement, photograph and/or visual likeness of me and/or my family, with the right to sublicense, during the Event or otherwise, without compensation, for use for any purpose in any media throughout the world in perpetuity, including but not limited to use in broadcasts, photographs, publications, podcasts, webcasts, motion pictures, brochures, CDs, DVDs, internet websites, social media platforms, television, and/or in any related commercial, informational, educational, advertising, or promotional materials. The Organizer and its affiliates will own copyright in all such materials.

**LEGAL TERMS**

- 18. In case of any discrepancies between the rules and policies of OCEANMAN and this Agreement, the latter will prevail.
- 19. I confirm that I am, or will be on the date of the Event, over 18 years of age and that I have legal capacity to execute this Agreement.
- 20. Any dispute or claim arising out of and relating to this Agreement is governed by laws of Switzerland. The exclusive place of jurisdiction for any kind of legal proceedings is Lausanne, Switzerland.

**IF YOU DO NOT ACCEPT THIS AGREEMENT, PLEASE DO NOT PARTICIPATE IN THE EVENT.**

I hereby confirm that I have read and understood this Agreement and that I voluntarily sign it as my registration application, which will proceed by clicking the box next to this Agreement on the OCEANMAN website.

\_\_\_\_\_  
Participant's printed name

\_\_\_\_\_  
Participant's signature

\_\_\_\_\_  
Date