



**DISCLAIMER/WAIVER AND RELEASE OF LIABILITY FORM:
OWSF Open Water Swimming Competition, 15th December, 2024**

In consideration of being allowed to participate in the captioned event, the undersigned acknowledges, undertakes, and agrees to the following:

1. I declare, confirm, and agree that I have given true and complete information in the registration form of OWSF/NEB and that I am solely responsible for the accuracy of this information.
2. I undertake and assume to indemnify the organizers against any liability and/or damages concerned with the event arising out of any reason whatsoever including but not limited to force-majeure.
3. I undertake that I alone am responsible for any loss and/or damages including but not limited to pecuniary losses and/or damages, bodily injuries, etc. incurred by me during the event and any such incidental loss and/or damages pertaining to the event which may/may not happen during, before and after the event.
4. I state that I am clinically fit to participate and have not been advised contrary to my participation by any qualified medical professional.
5. I/my ward recognize that as the provider of services, OWSF, will operate under a covenant of good faith and fair dealing, but that it may be necessary for the organizers to change the course and event parameters without my consent or approval as they deem appropriate for reasons including but not limited to unforeseen weather conditions and risks arising out of choppy water and weather conditions.
6. I undertake that I agree to the fact that I can be disqualified at any point of the event including but not limited to pre-event schedules or post-event schedules by the organizer for reasons deemed fit by the organizers.
7. I undertake that any and/or all photographs/videos/media content taken during the event shall be the propriety of the organizer and the same can be used by the organizer across the public forum.
8. I undertake that in an event of cancellation of the captioned swimathon arising out of reasons not within the control of the organizer, any amount paid to the organizer is non-refundable
9. Any dispute with the organizers shall be resolved via mediation with the organizers through the authorized legal representatives of the organizer and the decision of the organizer shall be final and binding. The jurisdiction shall lie within the territorial limits of the state of Karnataka.
10. I hereby declare that I have refrained from consuming alcohol or any psychoactive drugs for a minimum of 12 hours prior to the commencement of the event.
11. I am aware that swimming in the open water has some inherent health risks, including but not limited to transient dizziness, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I experience any of these or any other symptoms during the event, I will discontinue my participation immediately and seek appropriate medical attention. I hereby authorize any medical treatment deemed necessary in the event of any emergency, injury or mishap. I agree to bear all costs of rescue and/or medical services that may be incurred on my behalf. I do hereby release and forever discharge the released parties from any claim whatsoever, including but not limited to transport and/or treatment or delay or deficiency therein, which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with my participation in the event.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL AS A PARTICIPANT AND/OR BEHALF OF THE PARTICIPANT.

Participant's Name/ Parent/Guardian Name

(If under 18 years old, Parent or Guardian must sign)

Signature & Date

(Please print legibly)