



Terms and Conditions of Entry

Important Notice

These Terms and Conditions of Entry apply to all swimmers participating in the 2024 South32 Rottnest Channel Swim. An entry for the Event will not be accepted until all swimmers who are subject to the entry have evidenced their acceptance of these Terms and Conditions of Entry by providing their electronic signature as part of the Event registration process.

Agreement by each participant

In consideration of, and as a condition of acceptance, my entry in the 2024 South32 Rottnest Channel Swim (the **Event**) for myself, my heirs, executors and administrators:

1. To the fullest extent permitted by law, I hereby waive all and any claims, rights or causes of action which I might otherwise have for, or arising out of, loss of life or injury, damages or loss of any description whatsoever which I or anyone involved in the Event on my behalf (including any other swimmers in my Duo or Team (the **Swimmers**), support crew, the skipper (the **Skipper**) of my support boat (the **Support Boat**) and any paddler (the **Paddler**) assisting in the Event on my behalf (collectively **My Team**) as well as my equipment (including the Support Boat, Paddle Craft and any equipment of My Team) may suffer or sustain in the course of, or consequent upon, my/My Team's entry, preparation for, or participation in the Event.
2. I indemnify the Minister for Transport, the Fremantle Port Authority, the Town of Cottesloe, the Rottnest Island Authority, the Department of Transport of WA, Marine Rescue Fremantle and their officers, Surf Life Saving Western Australia and its affiliated Clubs, Water Patrol Australia, the Rottnest Channel Swim Association Inc (**RCSA**) including RCSA Board and Committee Members, Race Directors, Race Officials, volunteers, sponsors and service providers against any claim for damages or injury arising as a result of my conduct, preparation and participation as well as the conduct, preparation and participation of My Team, including my Skipper and Paddler, in the Event.
3. This waiver, release and discharge shall operate separately in favour of all persons, corporations, organisations and bodies involved or otherwise engaged in promoting, managing, operating, volunteering or staffing the Event and the servants, agents, sponsors, representatives and officers of any of them including officers of the RCSA, and shall so operate to the fullest extent permissible at law whether the damage or cause is due to any act, omission, the commission of an act, or neglect of any of them.
4. I understand and accept, and agree to inform all members of My Team, including the Skipper and the Paddler, that the Fremantle Port Authority, WA Police and the Department of Transport of WA, have legislative powers with respect to vessels travelling to and from Rottnest Island, and that the Rottnest Island Authority has legislative powers within the boundaries of the Rottnest Island Marine Reserve (the Marine Legislation) and that we agree to comply with their directions at all times.
5. I acknowledge and agree that My Team, including the Skipper and the Paddler, will comply with the Marine Legislation, all Event Rules, all RCSA By-laws and the directions given by the officers of the Fremantle Port Authority, WA Police, Department of Transport of WA, Rottnest Island Rangers, Marine Rescue Fremantle, Surf Life Saving Western Australia and its affiliated Clubs, Water Patrol Australia, Race Directors, Race Officials, other On-Water Safety Personnel, other Event Safety and Medical Personnel at all times. I understand that failure to do so shall result in automatic disqualification from the Event and may result in banning from or sanctions in future Events and acknowledge that it may, in some circumstances, also result in prosecution of me and/or My Team. I accept that any disqualification or banning of me and/or My Team is final and I/My Team have no right of appeal nor refund.



6. I understand and acknowledge that the only insurance coverage maintained by the RCSA for the Event is public liability cover (which will not cover damage caused to my Support Boat or personal injury caused to me or My Team). All other insurances are the sole responsibility of me and/or My Team.
7. I certify that I, and all the Swimmers in My Team, are fourteen (14) years of age or older on the day of the Event, being 24 February 2024 in compliance with the Event Rules. If any of the Swimmers in My Team are over fourteen (14) years of age but younger than eighteen (18) years of age on the day of the Event (the **Minor(s)**) then the Team Captain is responsible for seeking permission from the Guardian(s), Parent(s) or another carer(s) over the age of eighteen (18) years who are responsible for the Minor(s), and have them certify on behalf of the Minor(s) the terms and conditions of this entry form.
8. I acknowledge that the official Event briefing provided in February 2024 (the **Briefing**) is a compulsory requirement for entry into the Event and I will ensure that I, a member of My Team or My Team's Skipper, will attend the Briefing (or another briefing as agreed by the RCSA). I acknowledge that it is strongly recommended that the Skipper also attends the Briefing.
9. I acknowledge that it is my responsibility as a Soloist/Tandem Soloist/Team Captain to ensure my Skipper has registered for the Event by the cut-off date of Friday 2 February 2024 and that all of the correct Support Boat information has been supplied as part of their registration. I acknowledge that, if my Skipper fails to register by the cut-off, my entry may be cancelled and, in the event of my Entry being cancelled, I will not be entitled to a refund.
10. I acknowledge that my registered Skipper MUST complete the 2024 Skippers' Questionnaire by Wednesday 21 February 2024. Failure to complete the 2024 Skippers' Questionnaire may result in my/My Teams disqualification from the Event.
11. I acknowledge that the Skipper is responsible for My/My Team's safety and welfare on Event day.
12. I hereby declare that I am medically and physically fit and capable and have undertaken all necessary and adequate preparation and training for the Event so that I am able to, safely and successfully, complete the Event. I will seek medical advice before the Event if I am suffering from any relevant physical or medical condition. I accept the risk of participating despite any physical or medical conditions from which I suffer. I acknowledge that the purpose of gathering medical information by RCSA is to be used in the event of a medical emergency and not to determine who is fit or unfit to take part in the Event. I have supplied an emergency contact name and number for a person who is contactable both during and after the Event, and is not another participant, and agree that medical personnel, the Race Director, or the President of the RCSA, may contact that person and exchange my personal information with them in the case of an emergency.
13. I acknowledge that I enter the Event entirely at my own risk and that the Event poses the risk of injury and possible fatality notwithstanding the risk management plan and safety measures adopted by the RCSA. I acknowledge and am aware that by taking part in the Event, I am exposed to the risks of open water swimming including but not limited to drowning; shark attack; marine stingers; injury by marine life; being hit by a boat, object, or person; hypothermia; and pulmonary oedema.
14. I acknowledge that, by taking part in this Event, I will spend an extended period of time in open water and this poses the risk of hypothermia and/or pulmonary oedema. By agreeing to take part in this Event, I acknowledge and accept this risk.



15. I consent to receive such medical aid or preventative treatment, including ambulance transportation, which may be deemed advisable in the unfettered discretion of Medical Personnel and Lifesavers in the event of any injury, accident, or illness to me as the result of my participation in the Event.
16. I acknowledge and accept that the On-Water Safety Personnel have the authority to disqualify Me/My Team if they believe I/My Team are unable to continue in the Event for medical reasons, and I/My Team chose not to withdraw from the Event.
17. I agree that the RCSA, in its sole discretion, has the right to modify (including, but not limited to, changing the swimmer cut-off times) or cancel the Event. In these circumstances, the entry fee shall not be refundable in whole or in part.
18. I acknowledge and consent to photographs and electronic images being taken of me before, during, and after the Event by an official representative of the RCSA or a party appointed by the RCSA and agree that such photographs and electronic images are owned by the RCSA. I understand that all participant details including details of Swimmers, Skippers, and Support Boats (the Details) will be entered into the RCSA's database. The RCSA, its sponsors and/or any party approved by the RCSA may use the Details for future promotional, marketing and publicity purposes. I permit the free use of my/My Team's names, voices or pictures in any broadcast, telecast, advertising, promotion or other accounts of the Event, including advertising and promotions for future events.
19. I acknowledge that the RCSA will automatically subscribe me to the Event email newsletter. I understand that I can gain access to my personal information and request that such details be updated if they change in the future by emailing info@rotnestchannelswim.com.au.
20. I accept that no Duo, Team and Lavan Charity Challenge (LCC) swimmer changes or changes regarding my Skipper or Support Boat can be made after **5.00pm (AWST) Wednesday, 21 February 2024**, without RCSA approval which will only be provided in exceptional circumstances at the RCSA's absolute discretion.
21. (For Solo swimmers only) I understand that as a solo swimmer in the 2024 Event, my entry is not transferable and that no other person is permitted to participate in the Event in my place. Applications from solo swimmers for withdrawal from the Event received in writing before **5.30pm (AWST) Friday, 1 December 2023** will entitle the applicant to a 50% refund of the entry fee. Withdrawals after this date will not receive a refund but solo swimmers must still inform the RCSA, in writing, of their withdrawal from the Event. All solo swimmers who withdraw prior to the Event are entitled to receive only **purchased Event Shirts** from their race pack and are not entitled to receive a complimentary Event Shirt.
22. Solo swimmers who are unsuccessful in completing their solo crossing will not be entitled to receive an official Solo Finishers Prize Pack or a complimentary Event Shirt or any other piece of merchandise.
23. Duo and Team swimmers confirm their intention to enter the Event by making payment at the time of registering. **There are no refunds for Duo and Team swimmer withdrawals following payment, irrespective of the date of withdrawal.** Duo and Team swimmers must inform the RCSA, in writing, of their withdrawal from the Event. All Duo and Team swimmers who withdraw from the Event are entitled to receive their complimentary, and any purchased Event Shirts, from their race pack. Swimmers must advise the RCSA that they would like these Event Shirts at the time of withdrawal and this must be prior to the 23rd of February 2024. If the RCSA is not advised or the Event Shirts are not collected within 14 days post-withdrawal notice, all purchased Event Shirts, not yet collected, will be refunded and complimentary Event Shirts will be forfeited.



24. Duo and Teams can make swimmer changes as they see fit, subject to condition 20 and 30, and subject to a prohibition on scalping, in which case the entry will be cancelled and no refunds will be issued.
25. (For Team Captain) I acknowledge that all swimmers for my Duo, Team or Lavan Charity Challenge (LCC) must be registered by the time and date provided by the RCSA. I acknowledge that, if all swimmers have not registered by this cut-off, I will forfeit my Duo, Team or LCC entry.
26. I acknowledge that no changes can be made at any point after registration to a Duo, Team or Lavan Charity Challenge name.
27. Lavan Charity Challenge Teams (LCC) must inform the RCSA, in writing, should they withdraw from the Event. **There are no refunds for LCC Team withdrawals following payment, irrespective of the date of withdrawal.** All LCC swimmers who withdraw from the Event are entitled to receive their complimentary, and any purchased Event Shirts, from their race pack. Swimmers must advise the RCSA that they would like these Event Shirts at the time of withdrawal, and this must be prior to the 23rd of February 2024. If the RCSA is not advised or the Event Shirts are not collected within 14 days post-withdrawal notice, all purchased Event Shirts, not yet collected, will be refunded and complimentary Event Shirts will be forfeited.
28. (For Lavan Charity Challenge swimmers) A Lavan Charity Challenge Team can make swimmer changes as they see fit, subject to condition 20 and 30, and subject to a prohibition on scalping, in which case the entry will be cancelled and no refunds will be issued.
29. (For Lavan Charity Challenge Team Captain) As a Lavan Charity Challenge Team Captain, I understand that I am responsible for ensuring that My Team reaches the minimum AUD \$3,500.00 fundraising through the fundraising platform, Grassrootz. I acknowledge that My Team will not be able to collect the Team's race pack until the fundraising amount has been reached and that, **should the fundraising amount not be reached by Thursday 22 February 2024, My Team's entry will be cancelled and no refunds will be given.**
30. I agree not to transfer or assign a successful entry to another person or Team and understand that, for a Duo, a change of more than one swimmer, and for a Team/Lavan Charity Challenge (LCC) entry, a change of more than two swimmers, is deemed to be a transfer which requires the approval of the RCSA. Swimmers MUST seek approval for a transfer from the RCSA by emailing info@rotnestchannelswim.com.au. The RCSA will not allow any transfers between Solo, Duo, Team or LCC categories of the Event.
31. I understand and acknowledge that a Mixed Team must have a minimum of **two female** swimmers.
32. I understand and acknowledge that category prizes and trophies will be awarded to the overall first, second and third place holders (male and female) in the Champions of the Channel category.
33. I understand and acknowledge that category prizes and trophies will be awarded to the overall first, second and third place holders (male and female) in the Solo category.
34. I understand and acknowledge that trophies will be awarded to the overall first place holders in the Duo (female, male, and mixed) and Team (female, male and mixed) categories only. Such trophies are awarded irrespective of which age category was entered (eg. 56+, 100+ etc.). Age category prizes will be awarded to the overall first, second and third place holders in the Duo (female, male, and mixed) and Team (female, male and mixed) of each age category (e.g. 56+, 100+ etc.). Overall category trophy winners will also receive their age category prize.



35. (For Lavan Charity Challenge swimmers) As an entrant in the Lavan Charity Challenge (LCC) category, I understand and acknowledge that all Teams in this category are exclusively competing for the LCC Cups only, and Teams in this category are not eligible for prizes allocated to any other category in the Event.
36. In the event that I/My Team does not collect any age category prizes, medals, trophies or Solo Finishers Prize Pack (Prizes) awarded to me/My Team at the Event, I acknowledge and understand that I/My Team must collect any such Prize, at my/My Team's expense, from the RCSA by Friday 29 March 2024. The RCSA will not provide any Prizes past this date and any entitlement I may have to any uncollected Prizes will cease on this date.
37. I agree to return to the RCSA, the timing device lent to me as a participant in the Event and to pay the RCSA the sum of AUD \$50.00 if I/My Team fail to return the timing device, regardless of how the device was lost. No responsibility will be taken by the RCSA for any timing device returned by mail. I agree to pay the RCSA the sum of AUD \$25.00 if I/My Team returns the timing strap or device in a damaged condition (e.g. covered in wool fat).
38. I acknowledge that property damage or bodily injury occurring in connection with My Team's Support Boat and its use is the boat owner/Skipper's responsibility. I understand and acknowledge that it is strongly recommended that all boat owners and operators have Boat/Hull Public Liability cover insurance to protect against claims in this regard and that I/My Team/the boat owner/the Skipper should seek professional advice on the adequacy of those insurances.
39. I accept and acknowledge that the RCSA will not take any responsibility or provide insurance for boat owners or boat operators for any claims that arise from the use of my/My Team's Support Boat.
40. I declare that all the information supplied by me in the Event registration system is true and correct. I acknowledge and accept that the RCSA reserves the right to request information from entrants to validate this information and that failure to provide requested information may result in my disqualification from the Event.
41. I acknowledge and agree that by participating in the Event, I am submitting to these Terms and Conditions of Entry. I acknowledge that if I do not agree to the Terms or Conditions of Entry, I will not be permitted to participate in the Event.
42. I confirm that I will ensure that each member of My Team shall have a copy of the Terms and Conditions of Entry, Event Rules and any relevant waivers/declarations.
43. I confirm that I have the legal capacity to enter into these Terms and Conditions of Entry and I agree to be bound by and comply with all Terms and Conditions of Entry.
44. The RCSA reserves the right to alter these Terms and Conditions of Entry, up to and including the day of the Event. Variations will be posted on the South32 Rottnest Channel Swim website at rotnestchannelswim.com.au.
45. (For Duo, Team & Lavan Charity Challenge swimmers) I confirm that, if I am swimming in a Duo, Team and Lavan Charity Challenge, all Swimmers will execute a copy of this acknowledgement or My Team will not be permitted to participate in the Event.
46. I acknowledge and agree that the Event may be cancelled at any time by the RCSA, at its sole discretion. In the Event that the RCSA is required by any law, rule, regulation and/or other order of any relevant authority to cancel the Event due to matters of public health, or where the RCSA considers that it is unsafe to proceed with the Event, the RCSA will, where practical and reasonable to do so, use



reasonable endeavours to limit or avoid incurring expenses in relation to the Event in an effort to refund a part of the entry fee to applicants. Notwithstanding the above, the RSCA gives no warranty or guarantee that any portion of a refund will be available arising from a cancellation of the Event under this clause. I release the RSCA and its officers from any liability, claim or loss arising from or in relation to a cancellation of the Event pursuant to this clause or a failure to provide a refund of the entry fee.

47. I acknowledge and agree that if I/My Team members are banned or sanctioned from the Event as a result of breaching these Terms and Conditions of Entry or Event Rules, then the details of the person who has been banned or sanctioned will be provided to Port to Pub Pty Ltd (including its officers or representatives) to enable the Port to Pub Pty Ltd to determine whether it will also ban or sanction the relevant person from participating in the Port to Pub Event.