



## Skipper Waiver and Declaration

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 swimmers I am skippering for (the **Swimmers**), support crew and any paddler (the **Paddler**)) (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 and Major Infrastructure, 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 staff, 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 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, the commission of an act or omission, or neglect of any of them.
4. I understand and accept that the Fremantle Port Authority, WA Police and the Department of Transport and Major Infrastructure, have legislative powers in 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 I agree to comply with their directions at all times.
5. I understand and acknowledge that insurance coverage maintained by the RCSA for the Event does not cover damage to my Support Boat, caused by my Support Boat or injury or death to me or My Team. All other insurances are the sole responsibility of me and/or My Team.
6. I acknowledge and agree that I and My Team 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 and Major Infrastructure of WA, Rottnest Island Rangers, Marine Rescue Fremantle and their officers, Surf Life Saving Western Australia and its affiliated Clubs, Water Patrol Australia, Race Director, Race Officials, Event 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 for My Team, 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.
7. I hereby confirm that I have read, understand and will comply with all Event Rules and undertake to comply with any directions given to me during the Event.
8. I acknowledge and agree that the details of any Swimmer, Skipper or family member of a Swimmer who is disqualified by the RSCA from the Event or is banned or sanctioned by the RSCA from future events will be provided to Port to Pub Pty Ltd for the purpose of Port to Pub Pty Ltd making a determination on whether it will preclude that Swimmer, Skipper, or family member from participating in the Port to Pub event.



9. I acknowledge that, by being a Skipper at this Event, I understand what is required of me and my vessel during the Event. I confirm that my vessel will be appropriately maintained and serviced prior to the Event.
  
10. I acknowledge that on Race day, by being a Skipper at this Event, I will only proceed having assessed the conditions and determining that I am sufficiently experienced to proceed in the conditions on the day and by doing so will not put myself, my team, my vessel, other participants or safety personnel in danger.