

## Wetsuit exemption self-declaration form

### **Bournemouth Pier to Pier Swim**

*All Participants acknowledge and agree that swimming in the sea can be considered a dangerous activity. The Event Water Safety and the British Heart Foundation require a wetsuit to be worn when participating at Bournemouth Pier to Pier Swim, unless a wetsuit exemption is granted to experienced open water swimmers only.*

*I can confirm that:*

*I understand and accept the risks associated with not wearing a wetsuit and participating in this event*

*I have previous documented experience in long distance open water swimming without a wetsuit in similar temperatures (anticipated 14-17 degrees).*

*I am currently training at a similar temperature without a wetsuit (anticipated 14-17 degrees)*

*I understand and accept the BHF Organised Events Terms and Conditions, including clause 10 (extract below):*

#### **10. Liability**

*a. Subject to paragraph 10(b), neither BHF nor its agents or contractors shall be liable for:*

- i. any injury or accident causing loss or damage to a Participant or any third party where this is sustained as a result of a Participant taking part in the Event; or*
- ii. any loss or damage sustained by a Participant as a result of: the cancellation of the Event by BHF for any reason; any changes made to the Event by BHF for safety or any other reasons; or any circumstances beyond the control of BHF.*

*b. Nothing in these Terms and Conditions shall limit or exclude BHF's liability in respect of death or personal injury sustained as a direct result of:*

*the negligence, breach of statutory duty or fraudulent misrepresentation of BHF, its agents or contractors; or*

*a deliberate act or omission of BHF, its agents or contractors.*

*c. Subject to the terms of paragraph 12 below, BHF shall not be liable for any loss or damage sustained by a Participant as a result of: the cancellation of the Event by BHF for any reason; any changes made to the Event by BHF for safety reasons; or any circumstances beyond the control of BHF."*

#### **11. Withdrawal and refunds**

*a. Except in exceptional circumstances as determined by BHF or as permitted by these Terms and Conditions, all Registration Fees are non-refundable and may not be deferred toward a future Event.*

*b. A Participant may transfer their registration to another individual for that year's Event at the sole discretion of BHF by contacting the BHF events team. Any unapproved assignment, transfer or sale of a Participant's registration may result in delay and/or difficulty in the event of an emergency and such transfer, assignment or sale may result in disqualification of the Participant from the Event. It will be the outgoing participant's responsibility to recover the registration fee from the incoming participant. The incoming participant will receive a free of charge link to register for the event.*



*b. No refund shall be given under any circumstances for purchases of travel tickets, T-shirts, hoodies or other merchandise save in accordance with the terms and conditions of purchase for items bought directly from BHF or statutory consumer law.*

*Failure to wear a full wetsuit can increase the risk of hypothermia and can also cause additional complications in the event a rescue is required, due to the swimmer's lack of buoyancy.*

*Name*

*Signed*

*Date*