

**WAIVER**

**Open Water Stroke Improvement - Valid any Lake for instruction under**

**Paul Gardner | Juliet Wallace-Mason**



I (PRINT) \_\_\_\_\_ understand that participating in a group OR individual open water training session(s) involves an element of risk in terms of injury to myself or others or minors under my care. I agree that signing in advance of my coached open water session indicates my agreement with the terms contained herein either on my own behalf or in capacity of legal guardian or parent of a participant under the age of 18:

I agree to follow the safety procedures explained to me by Swimwerkx or their coaches at venue always. Failure to do so will terminate the session with no refund of monies

I have read and understood the venue or lake owner | operator requirements as they impact me at the venue and can comply

If at any time I am uncomfortable with the water safety, hygiene standards, water quality and first aid facilities as may be provided I can ask immediately for return of monies paid providing I ask for this prior to entering the water. I agree that BTF best practice open water swimming coaching is direction from a kayak but that on most occasions the coach will accompany me in the water or direct the session from the bank and It will be my decision to participate in full knowledge that a venue may not be operating at best practice always as will be pointed out to me by my coach. I understand that best practice is NOT a legal requirement except for water quality. I will allow Swimwerkx to determine my suitability to swim under their direction

I can swim a minimum 200m front crawl (usually mandatory)

I am confident in the water  I am a novice / little nervous in the water

I take full responsibility for my own behaviour whilst in the lake at all times and should any Lovetri Swimwerkx coach give me a direct instruction to leave the water to a place of dry land I agree so to do. If I receive such verbal instruction or visual instruction as agreed before water entry all behaviour and actions consequential to that instruction are at my own risk and responsibility and I hereby indemnify the coaches and company from any liability or duty of care from that point. When

a session is formally ended as indicated by the coach, any further swimming is taken on under own insurance or responsibility and no coach shall be responsible for my well being

I understand and agree to exonerate Swimwerkx and its coaches from any liability to myself or other venue users at any time resulting from behaviour or unsafe actions that I undertake myself whilst NOT under the direction of Swimwerkx or its coaches. Should I cause injury or death to another swimmer whilst swimming at the venue during a coached session and this is due to my not following direction by Swimwerkx and its coaches then I take full responsibility.

I am passed medically fit to swim open water and have fully informed Swimwerkx or its coaches as to any medical conditions and or medications that might render me unfit for open water swimming in advance. It shall be taken by the coach(s) that unless I notify them to the contrary I am fit for swimming as deemed by a suitably qualified medical professional

If I am unsure then I will not swim

I understand that open water swimming contains risk of contracting mild or serious health conditions ranging from an upset stomach to leptospirosis (Weils disease) which can be fatal. In entering the lake, I acknowledge that I accept this risk personally

I understand that it is at Swimwerkx discretion and absolute decision on whether a venue is deemed suitable for a session. Any sessions held at a venue introduced by me without safety spotters, first aid or kayak support may not be acceptable and will result in payment of the agreed fee without a coaching session being offered

I understand that Swimwerkx, its coaches and the venue management are NOT responsible for the loss of or damage to any items left unattended at any time

I accept all the above conditions as a condition of insurance cover and understand that non-presentation of this waiver signed by me means no swim, no exceptions!

Name \_\_\_\_\_

Signature \_\_\_\_\_

Name of Participant under 18 years of age \_\_\_\_\_

Parent or Guardian Signature \_\_\_\_\_

Mobile Number \_\_\_\_\_

email address \_\_\_\_\_

All coaches at a minimum are STA open water trained and insured and may also be covered under British Triathlon Ultimate Coach insurance AXA XL 1979893/0 for £5m under public liability with a further excess public liability of £10m under RSA Insurance Group plc Policy YMM903231