

To enter your child in the Rainbow Club Dash you must first agree to the following conditions:

Ocean swims are demanding and potentially dangerous events. Risks include drowning, natural obstacles, man-made or controlled obstacles, and marine attack. The Ocean Swim takes place in the open ocean. Swimmers enter at their own risk. Participants should have a medical check prior to entry, and prepare for the event by training. Water safety craft will patrol the course for the duration of the Ocean Swim.

If a swimmer feels unable to proceed further in the swim, the attention of the water safety personnel should be sought. The Ocean Swim organisers cannot guarantee your safety. The Ocean Swim organisers reserve the right to bring to shore by the water patrol any entrants which they deem to be incapable of competing further in the event. While in the competition area - including the beach and water environments - entrants must follow all directions of Randwick Lifeguards and Ocean Swim organiser's officials and water safety personnel.

Agreement waiver and indemnity

1. In consideration of acceptance of my child's entry in the Malabar Magic Ocean Swim, I the undersigned for myself, my child, my heirs, executors and administrators agree that: I hereby waiver, release and discharge all and every claim, right or cause of action for which might arise out of my child's death, injury, damage or loss of any description whatsoever which may be suffered or sustained as the result of participation in the event EXCEPT to the extent that such may be proven to have been caused by the wilful act, omission or neglect of any one or more of the parties herein after referred to as the indemnities.

2. This waiver release and discharge shall operate jointly and severally in favour of the following: Namely: Rainbow Club Australia Inc, Rainbow Club Swim Committee, Randwick Municipal Council, Randwick Council Lifeguards, The Surf Life Saving Association of Australia and any of their State Centres, Branches, affiliated Surf Life Saving Clubs and committees, sponsors, supporters, persons, corporations, contractors, subcontractors, servants and employees involved or otherwise engaged in promoting, staging, administering, running or controlling the event (The Indemnities).

3. I agree to indemnify and keep indemnified against all actions, suits, demands, claims, proceedings, costs, expenses, liabilities and judgements arising out of or in relation to my child's participation in the event.

4. I consent to my child receiving such medical aid or preventative treatment which may be deemed advisable in the unfettered discretion of the race Medical Officials and Lifesavers in the event of any injury, accident or illness to my child as the result of my participation in the event.

5. I consent to the free use of my child's name or photograph in any newspaper, promotional advertising material, video or telecast taken by or on behalf of Rainbow Club Australia and/or its sponsors.

6. I affirm that my child has properly trained for and fully satisfied myself as to my physical and medical condition to compete in the event.

7. I agree, on my own behalf and on behalf of my child, to abide by and accept the rules and regulations of the event whether announced on the day or prior thereto and to accept the decisions of the Event Committee.

8. I acknowledge that I have received a risk warning in relation to the recreational activity in that: the swim is conducted in open water and while lifesaving services will be present on the beach and in the water, my condition and progress in the race cannot be individually monitored; the finishing area is adjacent to a golf course, where active play will be conducted on the day of the swim.

9. I acknowledge that the swim is a recreational activity and that, notwithstanding recreational services are supplied to me in the swim, my child participated in the swim at my own risk.

