

Persons entering the MS Mighty Swim must agree to the following *Terms and Conditions*:

Binding Terms

These *Terms and Conditions* of entry (**terms**) as published on the website <http://www.msmightyswim.com.au> (**website**) as amended from time to time govern the terms of your participation in the MS Mighty Swim event (**event**) operated by The Multiple Sclerosis Society of SA & NT Inc. (**MS Society**), ABN 85 662 359 859.

By registering to participate in the event you will be assumed to have read, and agree to be bound by these terms. If an entrant is part of a Team MS entry which consists of more than one person, these terms bind each team member separately.

Entrants

For the purpose of these terms, the term 'you' means each entrant that is part of an adult entry, child entry or a Team MS entry as the case may be.

1. Adult entry
 - a. An individual entrant must be 16 years or older.
 - b. The individual entrant must complete the required entry forms.
2. Child entry
 - a. If a child entrant is under the age of 16 (**minor**), you certify that:
 - i. you as the parent or legal guardian expressly consent or the minor has the express consent of their parent(s) and/or legal guardian(s) to participate in the event and you agree that MS Society reserves the right to request evidence of such consent at any time before, during or after the event;
 - ii. The parent(s) and/or legal guardian(s) accepts these terms on behalf of the minor; and
 - iii. the minor will be accompanied by an adult for the duration of the event.
 - b. If you are entering the event on behalf of another person, you are assumed to be the agent of the entrant and you are deemed to have accepted the terms on the entrant's behalf. It is your responsibility to ensure each team member has read and understood these terms.
3. Team MS entry
 - a. A Team MS entry can comprise of a maximum of 30 people.
 - b. A Team MS entry may be registered where:
 - i. any individual or minor has multiple sclerosis;
 - ii. anyone in that team has a disability; or
 - iii. anyone that needs assistance swimming.
 - c. All team members must register for the event via the website.
 - d. If you are entering the event on behalf of another person, you are assumed to be the agent of the entrant and you are deemed to have accepted the terms on the entrant's behalf. It is your responsibility to ensure each team member has read and understood these terms. It is also your responsibility to ensure that the parent of all minor entrants have read these terms and comply with clause 2.

Acknowledgements

You understand and agree that:

1. In consideration of, and as a condition of acceptance of your entry in the event for yourself, your dependents, your heirs, executors and/or administrators, you hereby waive all and any claim, right or cause of action which you might otherwise have arising out of your death, injury, damage, or loss of any description (including, but not limited to consequential loss such as loss of business, loss of profits and loss of opportunity) whatsoever that you may suffer or sustain or any other person suffers or sustains, in the course of, or consequent to your entry and/or participation in the event;
2. You attest and verify that you are physically fit and have trained for this event and that your fitness has been verified by a medical practitioner;
3. You will seek medical advice prior to participation in the event if you have suffered, or are suffering from, any medical condition which may impact your ability to participate in the event and you will have suitable food and/or any medication required with you at all times;
4. You agree to be bound by the official rules and regulations of this event attached to these terms and available at the website at all times;
5. You fully release MS Society and indemnify and forever agree to keep MS Society indemnified against any charges, claims, costs, losses, expense or liability for any negligent or tortious act or omission, breach of duty, breach of contract or breach of statutory duty arising out of any act or omission of MS Society or its agents, contractors, representatives, officers or employees;
6. By entering the event you agree and consent to receiving and reviewing all information provided to you about the event, which will primarily be via email to the email address you provide at the time of entering. Updated information will be posted on the website from time to time and you agree to regularly check these pages for updates.
7. This waiver, release and discharge shall be (and operate separately) in favour of all persons, corporations and bodies involved, or otherwise engaged in promotion or staging the event and each of their servants, agents, representatives and officers.
8. The MS Society is not liable to you and does not insure you against any injuries or damage sustained as a result of any accident that occurs as a result of your participation in the event.
9. To the extent permitted by law, the entry fee is not refundable if:
 - a. you change your mind;
 - b. are no longer able to participate in the event;
 - c. you are denied access or removed from the event for any reason; or
 - d. the event is delayed, hindered or cancelled as a result of force majeure, which expression shall mean any event beyond the reasonable control of MS Society and the event organisers including due to rain inclement weather, winds, storms or other force majeure event.
10. Subject to prior written consent of the MS Society, registrations are transferable to another person (**transferee**) on request if you are unable to participate for whatever reason. Each transferee must comply any reasonable directions of the MS Society and complete their personal details and agree to these terms before a request to transfer will be approved by M Society.
11. Registrations are not transferable to a future event operated by MS Society.
12. The event involves the real risk of injury or death from various causes including over exertion, accidents with competitors and the general public. Accordingly, you attest, verify and acknowledge that:
 - a. you have full knowledge and understanding of the nature and extent of all risks involved in participating in the event;
 - b. you undertake to participate in the event freely, voluntarily and absolutely at your own risk;
 - c. you have no physical or mental condition(s) which have the potential to put yourself or any other person at risk;

- d. you are sufficiently trained and have sufficient fitness to participate in the event.
13. You are responsible for your personal belongings including athletic equipment at all times during the event and its related activities. MS Society and any other sponsor of the event or any of their agents and servants accepts no liability for any loss or damage to your personal belongings including any items of clothing, footwear, jewellery or other personal effects of competitors placed in the custody of the club in relation to the conducting of this event.
14. To the extent permitted by law, the event and your participation in the event may be affected by weather and other associated conditions outside of the control of MS Society. You acknowledge these conditions are governed by chance and are not under the control of the event organiser. The MS Society will not be liable for any loss or damage in the event of poor weather before or during the event including the refund of your entry fee.
15. You are required to remit any sponsorship money or donations collected for or on your behalf associated with your participation in the event to the MS Society at the conclusion of the event without unreasonable delay.
16. The MS Society does not take responsibility for the condition, upkeep or maintenance of the venue which hosts the event.
17. It is possible for the MS Society as a supplier of recreational services or recreational activities to ask you to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services).
18. By signing your membership application you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the supplier in relation to recreational services or recreational activities that you undertake because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.
19. You do not have to agree to exclude, restrict or modify your rights by signing your application form. MS Society may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing your application form. Even if you sign this membership application form, you may still have further legal rights against MS Society.
20. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.
21. By signing your membership application you agree that the liability of MS Society in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010* (Cth) and the Australian Consumer Law) for any:
 - a. death;
 - b. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
 - c. the contraction, aggravation or acceleration of a disease;
 - d. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - i. that is or may be harmful or disadvantageous to you or the community;
 - ii. that may result in harm or disadvantage to you or the community,that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

Consents

By your entry and participation in the event, you acknowledge and consent to:

1. photographs being taken of you and your minor's during your participation in the event. You acknowledge that such photographs are owned by the MS Society and that it may use the photographs for promotional or other purposes without your further consent;
2. the event organisers using your name, image, likeness and your participation in the event for promotional or other purposes at any time; and
3. receiving any medical treatment that the event organisers or their authorised representatives consider necessary or desirable during or after the event should you require such medical treatment. Should you require ambulance transportation to hospital, this will be at your own expense.

Please note that the MS Society won't disclose any confidential information to any person other than in accordance with The Multiple Sclerosis Society of SA & NT (Inc.) privacy policy which can be found online at <https://www.ms.asn.au/privacy-policy>.

MS Mighty Swim – Participant rules and conditions

1. The MS Mighty Swim is not a race; it is a fundraising swim event which requires swimmers to raise funds for the nominated beneficiaries.
2. Please make sure you communicate all of the instructions and directions provided to you for this event to your team members.
3. At the briefing you will receive a copy of the full safety plan for the event which will detail all aspects of the safe conduct of the event. It is essential that you familiarise yourself with its contents and ensure that your support crew is also aware of the safety and emergency procedures it outlines.
4. Please show general swim etiquette.
5. No fins, paddles, snorkels or flotation devices are permitted – unless approved by the event manager.
6. Wetsuits are permitted (in outdoor pools).
7. Maximum of 30 swimmers per Team MS.
8. Swimmers will be required to wear the official cap provided upon registration.
9. Participants under 16 must provide written consent from a parent or legal guardian.
10. Only one team member is to swim at a time.
11. Unsportsmanlike conduct as determined by the event organiser will be grounds for instant disqualification with all decisions of the event organiser are final.
12. The MS Mighty Swim is strictly a smoke, drug and alcohol free event.
13. Qualified lifeguards will monitor the pool for the entire 24 hours.