

# TORPEDO SWIMRUN PRESENTED BY OUTSURANCE

## LIABILITY DISCLAIMER AND INDEMNITY

1. I acknowledge and agree that the Torpedo SwimRun presented by Outsurance (“the event”), being an endurance running and swim race, is an extreme sport and that it is inherent in the event that there is the risk of serious injury, illness, death and/or damage to sporting and other equipment.
2. I acknowledge that the risks inherent in the event, include, but are not limited to risks arising from my skill and ability as a runner, swimmer and endurance sport participant, my nutrition and fluid intake, my fitness and health prior to the event, the terrain which the event traverses, trail surface, weather conditions, water conditions, vehicular traffic, the actions of other competitors, the event organisers, sponsors and their principals, representatives, agents and assigns. I undertake and agree to seek medical or any other assistance from the event organisers, if I sense or observe any hazard or unsafe condition, or if, at any time, I feel unable or unfit to safely continue participating in the event for any reason. I furthermore undertake to withdraw from participation in the event if advised or instructed by the organisers of the event to do so or if I, at any time, sense or observe any unusual hazard or unsafe condition and I am in any way concerned that it is unsafe for me to continue with the event or if I, in any way, feel unable or unfit to safely continue with the event.
3. I appreciate and understand the risks inherent in the event and my participation therein. I accept these risks and confirm that I participate in the event at my own sole and absolute risk.
4. I undertake to follow all the rules of the event and all directions and/or instructions given to me by the organisers of the event and their principals, representatives, agents and assigns.
5. I understand that I may be photographed and/or filmed before, during and after the event. I agree that the event organisers, sponsors and their principals, representatives, agents and assigns may utilise any photographic, film or video image or likeness of me and my name for any legitimate purpose in connection with the event or future events to be organised by the event organisers.
6. Whilst reasonable safety and precautionary measures are taken by the event organisers to ensure my safety, the event organisers, sponsors, third party service providers to the event, San Parks, private landowners who grant access to their property for the purposes of the event and their principals, representatives, agents and assignees (“the parties”) do not accept any responsibility for any claim whatsoever arising from death, injury, illness or loss and/or damage to person or property occasioned as a result of my participation in the event.
7. I accordingly hereby indemnify and hold harmless the parties to the fullest extent possible in law, against any claims occasioned as a result of my participation in the event of whatsoever nature or howsoever caused, including, without limitation, any loss, injury, harm, illness, death or damage of whatsoever nature and howsoever caused arising directly or indirectly out of any act or omission, including negligent acts or negligent omissions by the parties, including any claim for consequential loss or damage, loss of profits or any claim by any of my dependents arising from events related to, in connection with or occasioned as a result of my participation in the event.
8. I confirm that I understand the importance and meaning of this liability disclaimer, the waiver of claims and the indemnity and, that by agreeing hereto, I am waiving substantial legal rights (on my own behalf and on behalf of my dependents). I acknowledge that I have been free to secure independent legal and/or other advice as to the nature and effect of all the provisions of this liability disclaimer, waiver and indemnity and that I have either taken such independent legal and/or other advice, or dispensed with the necessity of doing so.



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**Signature of SwimRunner**

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**Name of SwimRunner [Please Print]**

.....  
**Place**

.....  
**Signature of Parent or Guardian**  
**(SwimRunner is younger than 21 years)**

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**Name of Parent or Guardian [Please Print]**

.....  
**Date**