

## Open Water Swimming Disclaimer.

The following terms and conditions apply to all swimmers ("you") attending this open water swim organised by Cambridge Sport Lakes Trust ("we" or "us"). Please ensure you have read and understand the following.

### 1. Acceptance of terms and conditions

By booking or attending a swim session with us, you accept these terms and conditions and they will form part of the contract between us.

### 2. Sessions

In order to attend this session you must be able to swim a minimum of 400m freestyle continuously and without rest. You must also be able to tread water easily.

if in our opinion you are unable to comply with these minimum requirements then we may cancel your place on the session and if you have already paid for the session we will offer you a credit.

### 3. Illness, medical conditions and acceptance of risk

It is your responsibility to ensure that you are medically fit to swim and that at the start of a session you notify us of any relevant medical conditions. By booking or attending a session with us you confirm to us that:

- (a) You are fit to swim in open water
- (b) You meet the minimum requirements for swimming ability set out in paragraph 2 of these terms and conditions.
- (c) All personal information you have provided to us is correct and not misleading; and
- (d) You understand the dangers of swimming in open water and you agree to swim at your own risk

We will not be liable for any accidents or injuries arising from swimming with us, save that nothing in these terms and conditions will limit the liability of any person for death or personal injury caused by negligence.

### 4. Safety and general rules

Swimmers are responsible for their safety, actions and behaviour on any part of the site property including the changing area.

Safety for all is our paramount concern and we have the right to remove anyone on, in or around the site who gives us any concern whatsoever with regard to safety.

If you choose not to wear a wetsuit then you enter the water entirely at your own risk and we shall not be liable for any accidents or injuries you sustain.

Open water swimming by its nature presents risks to the swimmer over and above those found in a swimming pool and by booking an open water session you accept that you are acting at your own risk and that we shall not be liable for any injury or any other matter suffered by you in the session or as a result of the session (including without limitation for any water borne diseases and/or any injuries caused by wildlife in/on the water.

### 5. Limitations of Liability

Whilst every reasonable precaution is taken by us to ensure security and safety at our sessions, we shall not in any way be liable for any loss or damage arising in any way from our sessions or venue we use. However, nothing in these terms and conditions shall limit the liability of any person for death or personal injury caused by negligence.

Any claim against us arising from attendance at one of our sessions must be notified in writing to us within six months from the day of the relevant session and we shall not be liable for any claim notified to us after this time.

In any event, we shall not be liable to you:

- (a) for any purely economic loss, for consequential or indirect losses or for any loss of profit or opportunity;
- (b) (where the claim is insured) for any loss which we are unable to recover from any insurer;
- (c) (where the claim arises as a result of something which was done or not done by a third party) for any loss which we are unable to recover from that third party; and
- (d) for any loss which is greater than the fee paid by you for the relevant session.

In the event that you cause harm, damage or injury to any other person or property during the session, you agree to indemnify us and reimburse us for all claims, losses, damages, expenses (including reasonable legal fees) and any other liability suffered by us as a result of such harm, damage, loss or injury caused by you.

We shall not be liable for any loss or theft of your personal possessions and all property left by you in changing rooms, the car park or anywhere else on or in the vicinity of our venue is done so at your own risk.

### 6. Governing law

English Law shall govern these terms and conditions and you agree that any disputes shall be resolved exclusively by English courts.