

"2nd DISCOVERY BAY OPEN WATER RACE CHALLENGE" 25th AUGUST 2024

Rules & Regulations:

1. Participants are required to meet the following cut-off times. 參賽者須於指定時限完成有關賽事。 Race Cut Off time 完成時限為：
 - 400m Race 比賽 : 15 mins 分鐘
 - 1.5km Race 比賽: 50 mins 分鐘
 - 3.8km Race 比賽: 110 mins 分鐘; (1.0km checkpoint cut-off : 28mins . 1.0 公里檢查站通過時限 : 28 分鐘)
2. No one should join the race unless he/she is physically fit, and in excellent health condition. 參賽者需確保具備良好體能及健康狀態，否則切勿參與此比賽。
3. The organiser reserve the right to request participants to provide proof of competence. Failure to do so will not be allowed to participate in the race. 比賽單位可能要求泳手提供 能夠於時限內完成比賽的相關證明，無法提供相關證明者將不獲參加比賽。
4. Participants must obey instructions to kayakers, helpers, and personnel of the race. Failure to do so will not be allowed to participate in the race or will be disqualified. 泳手必須遵從艇手及支援人員的所有比賽安排指示。拒絕遵從者將被取消資格。
5. Participants will take full responsibility and safety during the race. 泳手於比賽期間須為自己的安全負上全部責任。
6. No swimmer is permitted to use any device that may be an aid to their speed or endurance such as fins, paddles, wetsuits. 泳手於比賽期間不可穿戴任何游泳輔助器具，包括但不限於 Wetsuits, fins and paddles。
7. SAFETY BUOYS are mandatory during the ENTIRE race. Failure to do so will not be allowed to participate in the race or will be disqualified. 安全浮波必須於比賽期間全程戴上。違者可者被取消資格。

The agreement, Waiver, and Release

1. My medical status, physical ability, training, and fitness are capable and of a certain level to participate in the **"2nd DISCOVERY BAY OPEN WATER RACE CHALLENGE"**
2. I am voluntarily participating in the **"2nd DISCOVERY BAY OPEN WATER RACE CHALLENGE"**. I am aware of the inherent risks and potential hazards associated with participating in **"2nd DISCOVERY BAY OPEN WATER RACE CHALLENGE"** and in general, the activity of open water swimming, which may include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or others' actions, inaction, or negligence; or the condition of the open water

swimming location. Nonetheless, I assume all related risks of my participation in this race, both known or unknown to me.

3. I hereby release and hold harmless **SWIM BIKE RUN CLUB "SBRC"/OPEN WATER SWIM SERIES HONG KONG "OWSSHK"/HKR International Ltd/Hong Kong Resort Co. Ltd** and its affiliated and/or associated companies and/or its volunteers and/or other organizations, and/or governmental departments directly or indirectly related to the training against any and all liability or damages for any claim or action arising directly or indirectly from the personal injury or death of myself or any other person as a result of my participation in **"2nd DISCOVERY BAY OPEN WATER RACE CHALLENGE"**. If I require medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment.
4. In consideration of being permitted to participate in **"2nd DISCOVERY BAY OPEN WATER RACE CHALLENGE"** on behalf of myself and my next of kin, heirs, and representatives, I release from any and all liability and undertake not to bring legal action against **SWIM BIKE RUN CLUB "SBRC"/OPEN WATER SWIM SERIES HONG KONG "OWSSHK"/HKR International Ltd/Hong Kong Resort Co. Ltd** and/or its affiliated and/or associated companies and/or its volunteers and/or other organizations including but not limited to **SWIM BIKE RUN CLUB "SBRC"/OPEN WATER SWIM SERIES HONG KONG "OWSSHK"/HKR International Ltd/Hong Kong Resort Co. Ltd** and/or government departments directly or indirectly related to the race for any and all claims, including negligence, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss.
5. The bag storage service during the event is complimentary. I hereby release **SWIM BIKE RUN CLUB "SBRC"/OPEN WATER SWIM SERIES HONG KONG "OWSSHK"/HKR International Ltd/Hong Kong Resort Co. Ltd** from liability for any lost and/or damage of my personal belongings.
6. The organizer has the right to change the race course & distance or arrangement or to cancel the race. There will be no refund in any of the circumstances.

PARTICIPANTS UNDER THE AGE OF 18 ARE REQUIRED TO HAVE THEIR PARENT SIGN:

Parent / Guardian Waiver for Minor (UNDER 18 YEARS OLD):

The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to act or arise from negligence, and release said parties on behalf of the minor and the parents or legal guardian.