



Indemnity Agreement

Open Water Swim Series: Participant Indemnity Form

This Indemnity Agreement (the "Agreement") is made and entered into on _____ 2026, by and between **Cape Town Metro Aquatics** (the "Organizer") and _____ (the "Participant").

1. Participant Information

- Name: _____
- Address: _____
- Email: _____
- Phone Number: _____

2. Event Location/Venue Details:

- Event Name: Cape Town Metro Aquatics Open Water 1
 - Event Date: _____
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3. Definitions

3.1 "Event" means the open water swimming event organized by the Organizer on the Event Date at _____.

3.2 "Claims" means all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with the Participant's participation in the Event.

3.3 "Indemnified Parties" means the Organizer, its affiliates, directors, officers, employees, agents, and volunteers.

3.4 "Participant" means the individual participating in the Event.

3.5 "Organizer" means the entity or individual organizing the Event.

3.6 "Gross Negligence" means a severe degree of negligence taken as reckless disregard.

4. Assumption of Risk

4.1 The Participant acknowledges and agrees that participation in the Event involves inherent risks, including but not limited to the risk of serious injury or death. The Participant voluntarily assumes all such risks and agrees to participate in the Event at their own risk.

4.2 The Participant acknowledges that they have been informed about the specific risks associated with open water swimming, including but not limited to drowning, hypothermia, etc.

5. Waiver of Liability

5.1 The Participant hereby releases, discharges, and holds harmless the Indemnified Parties from any and all liability, claims, demands, or causes of action that may arise from the Participant's participation in the Event, including but not limited to claims for personal injury, property damage, or wrongful death, except to the extent that such Claims arise from the gross negligence or willful misconduct of the Indemnified Parties.

6. Medical Fitness

6.1 The Participant certifies that they are physically fit and have not been advised otherwise by a qualified medical professional. The Participant understands and agrees that it is their responsibility to seek medical advice prior to participating in the Event.

6.2 The Participant agrees to inform the Organizer of any medical conditions that may affect their ability to safely participate in the Event.

7. Cancellation and Postponement Policy

7.1 The Participant understands and agrees that the Event may be canceled due to unsafe weather conditions, and in such cases, the registration fee is non-refundable. The decision to cancel the Event due to weather conditions will be made at the discretion of the Organizer.

7.2 The Participant understands and agrees that if the water quality does not meet the standards set by Swimming South Africa, the Event may be postponed. The Organizer will communicate the new date and time of the Event as soon as possible. No refunds will be issued for postponements due to water quality issues, but the payment will be allocated to the next Event.

8. Compliance with Rules

8.1 The Participant agrees to comply with all Event rules and regulations, including instructions from Event staff and lifeguards. The Participant understands that failure to comply with these rules may result in disqualification from the Event.

8.2 The Participant agrees to wear appropriate safety equipment, including but not limited to a swimming cap and wetsuit, if required by the Organizer.

9. Use of Likeness

9.1 The Participant grants permission to the Organizer to use their name, photograph, video, or likeness for promotional purposes without compensation.

10. Insurance

10.1 The Participant is encouraged to obtain personal insurance coverage for any injuries that may occur during the Event.

10.2 The Organizer may have insurance coverage for the Event, but such coverage may not extend to the Participant. The Participant is responsible for understanding the extent of such coverage.

11. Emergency Contact Information

- Name: _____
- Relationship: _____
- Phone Number: _____

12. Indemnity

12.1 Subject to the provisions of this Agreement, the Participant agrees to indemnify and hold harmless the Indemnified Parties from and against all Claims arising out of or in connection with the Participant's participation in the Event, except to the extent that such Claims arise from the gross negligence or willful misconduct of the Indemnified Parties.

12.2 The Organizer agrees to indemnify and hold harmless the Participant from and against all Claims arising out of or in connection with any actions or omissions of the Indemnified Parties during the Event, except to the extent that such Claims arise from the Participant's negligence or willful misconduct.

13. Severability

13.1 If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

14. Entire Agreement

14.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

15. Notices

15.1 Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given when delivered in person or sent by certified or registered mail, postage prepaid, return receipt requested, to the addresses set forth in clause 1 and 20.

16. Amendments

16.1 This Agreement may be amended or modified only by a written agreement signed by both parties.

17. Governing Law

17.1 This Agreement shall be governed by and construed in accordance with the laws of South Africa.

18. Acknowledgment and Signature

By signing below, I acknowledge that I have read and understood this indemnity form and agree to all terms and conditions.

- Participant Signature: _____
- Date: _____

19. Parent/Guardian Consent (if participant is under 18 years old)

I, the undersigned parent or legal guardian of the participant, hereby consent to their participation in the Open Water Swim Series and agree to all terms and conditions set forth above.

- Parent/Guardian Signature: _____
- Date: _____

20. Organizer's Contact Information

- Organizer's Name: **Cape Town Metro Aquatics**
 - Phone Number: 083 742 0858
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