

Regulations  
on the First International Open Water Swim Competition  
X-WATERS MONTENEGRO May 22, 2021

## **1. General information.**

1.1. Executive Director of the swim: Igor Majer

1.2. International Open Water Swim Competition X-WATERS MONTENEGRO

is held May 22, 2021 in Risan, Montenegro in the water area of the Kotor Gulf.

1.3. Swim distances:

1 mile; 4,5 km; 7 km.

Distances Kid swimming: 50 m; 200 m.

See details on the website: [x-waters.com](http://x-waters.com))

1.4. Control time for distances:

1 mile - 1 hour; 4.5 km - 2 hour; 7 km - 4 hour; 50 m - 5 minutes; 200 m – 10 minutes;

1.5. Registration for the swim is on the official website of the series: [x-waters.com](http://x-waters.com)

1.6. Maximum number of participants: 550 people.

1.7. The winners are awarded as follows, 3 winners in the categories "Men" and "Women" in absolute standings in all distances and 3 winners in age groups for distances 4.5 km and 7 km in the categories "Men" and "Women".

All participants in the children's swim receive memorable medals.

1.8. Cases not considered in this Regulations shall be considered by the Organizing Committee on spot

## **2. Goals and objectives.**

2.1. Promoting a healthy lifestyle and swimming.

2.2. Attracting tourists from among sports fans to the city.

2.3. Stimulating the growth of sporting achievements in long swims.

## **3. Management .**

Swim organizer: Multisport Akademija MAYER, Montenegro

The swim is managed by the Organizing Committee.

Cases not considered in this Regulations shall be considered by the Organizing Committee on spot.

## **4. Location and time of the competition.**

4.1. The exact start time shall be appointed by the organizers 1 month before the start. The schedule of the event shall be published on the official website of the swim (par 1.5) together with the start time.

4.2. The distance plan shall be available on the web site with an exact indication of the start and finish points.

4.3. The organizers have the right to change the distance schemes and the start time having notified the participants.

## **5. Swim participants.**

5.1. The swims for distances 1800 m; 4500 m; 7000 m, allow men and women at least 18 years old.

The swims for distances 50 m allow kids from 7-9 years old; 200 m allow kids from 10-14 years old, Participant of children's swims can take part in the competition only in the presence of an official representative.

5.2. The age of participants is determined by the number of full years on the December 31, 2020

5.3. The maximum total number of swim participants is indicated in paragraph 1.6. Organizers reserve the right, but not obliged to, increase or decrease the number of participants.

5.4. Use of wetsuits:

at water temperature below 18 degrees - the use of wetsuits is mandatory;

at water temperature below 16 degrees - changes in distances up to cancellation are possible;

at water temperature below 14 degrees - changes in distances up to cancellation are possible, the use of neoprene helmets is mandatory.

## **6. Registration**

6.1. Registration is made online at the official site ( paragraph 1.5). If you did not receive confirmation of your registration to your mail box or your account, please contact the organizers.

6.2. The registration will be open until the total number of participants is reached (paragraph 1.6) (including all distances and age groups), but not later than two weeks before the start. If there are more participants wishing to participate, the organizers reserve the right, but do not guarantee to reconsider this clause of the Regulations.

6.3. At registration the participant is obliged to provide personal data according to the document proving his identity.

6.4. The participant is considered registered if he has filled out the registration form and paid the registration fee.

6.5. The registration fee is spent on organizational needs. The registration fee can be found on the official website (paragraph 1.5). All financial issues are governed by the standard contract published on the web site.

6.6. The paid registration fee is not refundable .

6.7. The registration of the participant shall be canceled if the participant indicates false, inaccurate or incomplete data. In the event of cancellation of registration, the fee shall not be refunded (see more details in the standard contract, paragraph 5).

6.8. The issues of transferring the paid participation to other persons shall be regulated by the standard contract found on the web site.

6.9 By registering, the participant confirms his agreement with all clauses of this provision and the standard contract.

## **7. Admission to competitions.**

7.1. To be eligible to compete and to receive the starter package before the start, participants shall provide:

- Passport or other identity document.
- A filled-in and signed "Swim Application" with a waiver of organizers' responsibility for possible damage to life and health during the swim (Appendix 1).
- A valid insurance certificate.

(Appendix 2)

7.2. To be eligible to compete and to receive the starter package before the start, participants Kids swim shall provide:

- Passport or other identity document.
- A filled-in and signed " Application from the guardian for the child to participate in the swim " with a waiver of organizers' responsibility for possible damage to life and health during the swim (Appendix 1).
- A valid insurance certificate.

(Appendix 2)

7.3. Starter package can be received only by the participant personally. Receiving the packages for somebody else and transferring packages to others is prohibited.

7.4. Starter package of a child start participant is issued to the participant in the presence of a official representative.

7.4. All participants are required to attend the pre-start briefing. The detailed information about the place and time of the briefing will be provided on the website (paragraph 1.5).

7.5. All the paragraphs of this section are mandatory, failure to perform any of them entails the suspension of the participant from the competition without any refunds.

## **8. Starter package and chip.**

8.1. At all distances, electronic time measurement is performed.

8.2. The starter package includes:

- electronic chip;
- individual swimming cap;
- individual safety buoy for temporary use;
- information materials.

8.3. Participants are allowed to start only with an electronic chip, a rescue buoy and a swimming cap provided by the organizers. Chip and buoy should be fixed to the body in accordance with the instructions of the organizers. Improper fixing of the chip can make it impossible to measure the individual result. At the end of the swim the chip and the safety buoy should be returned to organizers.

8.4. Starter packages can be received at registration only by the participant in person. Receiving the packages for somebody else and transferring packages to others is prohibited.

## **9. Rewarding**

9.1. The participants shall be awarded in accordance with paragraph 1.7.

9.2. Age categories:

Age	Women	Men
born 2012-2014	Kids	Kids
born 2007-2011	Kids	Kids
born 1992-2003	F 18	M 18
born 1982-1991	F 30	M 30
born 1972-1981	F 40	M 40
born 1962-1971	F 50	M 50
born 1961 and before	F 60	M 60

9.3. All finishers in the time limit are awarded a finisher medal.

## **10. Withdrawal from distance**

10.1. In case the competitor decides to withdraw from the competition, he should inform the organizers and return the electronic chip and safety buoy, this can be done in the starting town or at the starting point. The exact location of the starting town and the starting point is indicated on the website (paragraph 1.5)

10.2. Medical personnel, rescuers, organizers and competition judges may refuse a participant from the competition at any time if they deem it necessary.

## **11. Disqualification**

11.1. The organizers have the right to disqualify the participant if they have reasonable concerns for the state of his health or if the participant does not comply with the rules of the competition and this Regulation, interferes with the other participants and impedes the competition.

11.2. Control time is used at the distances. The swimmer shall be withdrawn from the distance in case he does not keep within the allotted time limit.

11.3. The swimmer shall be withdrawn from the distance, if he does not cope with the current and is found below the control marks. The rules for passing control marks shall be explained by the organizers at the pre-start briefing.

11.4. Each participant during the swim shall fix on his belt an individual buoy provided by the organizers. The swimmer without a buoy at the finish, shall be disqualified and shall reimburse the cost of the buoy to the organizers.

11.5. The use of special devices such as fins, hand paddles, mattresses, etc., except for individual rescue buoys, wetsuits, neoprene gloves, socks, helmets, is prohibited.

11.6. During the swim, each participant should wear a swimming cap provided by the organizers. A swimmer without a cap can be disqualified

## **12. Ensuring security**

12.1. The overall responsibility for ensuring security is taken by Multisport Akademija MAYER, Montenegro

12.2. On the water the participants are accompanied by boats with rescue teams.

12.3. Each participant for the time of the distance is provided with an individual safety buoy.

12.4. Medical support is provided by ambulances with the necessary equipment in accordance with the current regulations in the territory of the host country.

12.5. Safety of swimmers and spectators at the venue of major events on land is organized by Multisport Akademija MAYER, Montenegro through hiring a private security company.

12.6. The organizers do not bear any responsibility for the participants that do not follow the swim rules and the instructions of the organizers.

## **13. Photo and video shooting**

13.1. The Organizer has the right, without any compensation to the Participant and without any responsibility, to make a photo and video of the Participant during the Swim, to use photo, audio and / or video materials with the Swim Participant in promotional, advertising and other publications in printing, radio, television, on the Internet and other sources without limitation of the terms and places of use of these materials, as well as the right to edit such materials and transfer them to third parties.

## **14. Personal data**

14.1. Payment of the registration fee by the Participant automatically means full and unconditional acceptance of the terms of the standard contract by the Participant, including consent to the processing his personal data by the Organizer.

14.2. When completing the registration web-form for the Event, the Participant of the swim gives the Organizer the following information, which is the personal data of the Participant of the swim: surname, name, patronymic, gender, date of birth, contact information (telephone, e-mail, city), company, club, relative's phone, which can be contacted in case of emergency. When completing the application for the participation in the Swim, the Swim Participant shall provide to the Organizer the information about his passport data.

14.3. The processing of personal data means: collection, systematization, accumulation, clarification, updating, modification, use, dissemination, transfer, including transboundary, depersonalization, blocking, destruction, storage, and any other actions (operations) with personal data. Processing of personal data of the swim Participant can be carried out with the help of automation means and / or without the use of automation means in accordance with the current legislation of the host country.

14.4. Processing of the personal data of the swim Participant is carried out solely for the purpose of fulfilling the conditions of this standard contract and the Swim Regulations, including for the registration of the Swim Participant for the Event, development of start and finish protocols, sending to the swim Participant e-mails and text messages with notifications containing information related to the Event and any other information related to the swim Participants and to the Event.

14.5. The organizer shall take the necessary legal, organizational and technical measures or ensure them for the protection of personal data from unauthorized or accidental access to them, destruction, modification, blocking, copying, provision, dissemination of personal data, as well as other illegal actions in relation to personal data, and also assumes the obligation to maintain the confidentiality of the personal data of the swim Participants. The Organizer has the right to involve subcontractors for the processing of personal data of Participants, and also has the right to transfer personal data for processing to its affiliated bodies (the list of bodies is kept by the representatives of Multisport Akademija MAYER, Montenegro and can be provided to the participant on demand) while ensuring acceptance by such subcontractors and affiliated bodies of the relevant obligations regarding the confidentiality of personal data.

14.6. The date of issue of consent to the processing of the personal data of the Swim Participant is the date of registration fee payment by the swim Participant. This consent is valid for 20 (twenty) years from the date of the transfer of personal data.

14.7. Consent to the processing of personal data may be revoked by the Participant on the basis of a written application in an arbitrary form addressed to the Organizer and sent to him at the address:

[welcome@x-waters.com](mailto:welcome@x-waters.com).

## **15. Protests**

15.1. Claims on the results of the swim are accepted within 2 days after the swim

15.2. If the organizers have doubts about the validity of the claim, the claim is considered after deposit 20 Euro. The deposit is returned if the assumptions are correct.

15.3 Protocols are specified within 3 days after the swim, then they are considered official.

**These Regulations may be modified or discontinued by organizers unilaterally, without any prior notice and without paying out any compensation in this respect to the participants.**

**These Regulations is the official invitation-call for the participation in the Swim.**



*Dear participant of the swim! It is highly unlikely that any of the risks listed below may happen, however, we are obliged to notify you of potential threats and make sure that you are ready to bear responsibility for your actions or inaction.*

Organizer of the swim, Multisport Akademija MAYER, Montenegro

### **Application for participation in the swim**

I, (full name) \_\_\_\_\_

" \_\_\_\_ " \_\_\_\_\_ of the year of birth, living at the address: \_\_\_\_\_

passport (series number) \_\_\_\_\_, issued " \_\_\_\_ " \_\_\_\_ year \_\_\_\_\_,

issued by \_\_\_\_\_

Tel. \_\_\_\_\_ Telephone of the next of kin for emergency cases \_\_\_\_\_.

fully exercising the freedom of will, being in a state that allows to fully understand and adequately assess my physical form, health status and level of sports skills, adequately assessing the degree of risk I request to allow me to participate in the Swim X-WATERS Montenegro 2021.

I am fully INFORMED and HAVE REALIZED that open water swim can be a source of increased danger, injuries of varying severity and even death.

I am AWARE of the swim regulation, I undertake to follow the rules of the swim, the instructions of the organizers, judges and rescuers.

I undertake to provide all necessary documents, as well as mandatory to insure my life and health from accidents that may occur during the swim.

I ACCEPT full responsibility for all of my actions (or inaction) made within and in connection with the swim.

In the event that during my participation in the swim, or as a result of my participation in the swim, I get injured neither I, nor my family members, nor other executors WILL HAVE ANY CLAIMS (material or moral), neither to the judges, nor to the organizers, nor to any other representative of Multisport Akademija MAYER, Montenegro nor to other participants of the swim, regardless of the circumstances under which this injury (or other harm to health) took place.

I give my consent to Multisport Akademija MAYER, Montenegro for the use of my photo, video and other materials created during the swim.

### **Medical contraindications for participation in the swim**

- clinically significant circulatory failure;
- exacerbation of chronic coronary insufficiency;
- myocardial infarction (less than 12 months ago);
- aneurysm of the heart and aorta;
- threat of thromboembolic complications;
- threat of bleeding;
- organic diseases of the nervous system with a violation of its functions;
- blood diseases;
- malignant neoplasms;
- cholelithiasis and urolithiasis with frequent pain attacks;
- acute inflammatory diseases of the kidneys;
- myocarditis of any etiology;
- majority of heart defects;
- acute infectious diseases and their exacerbations;
- arterial hypertension;
- cardiac hypertrophy;
- pulmonary insufficiency with a decrease in HD;
- pregnancy over 22 weeks;
- obesity, 3-4 degree;
- significant myopia with changes in the fundus;
- diabetes mellitus (severe form)

I AM AWARE with the above list of medical contraindications and I CONFIRM I have no such contraindications, as well as any other circumstances that may interfere with my safe participation in the swim. \_\_\_\_\_

I CONFIRM my voluntary desire to participate in the swim. \_\_\_\_\_

I have carefully studied this document on the withdrawal of claims and exemption from liability, fully understood and AGREED with its content and SIGNED it voluntarily. \_\_\_\_\_

(Full name): \_\_\_\_\_

Signature: \_\_\_\_\_

Date of completion: « \_\_\_\_ » \_\_\_\_\_ 2021

Dear participant of the swim! It is highly unlikely that any of the risks listed below may happen, however, we are obliged to notify you of potential threats and make sure that you are ready to bear responsibility for your actions or inaction.

Organizer of the swim, Multisport Akademija MAYER, Montenegro

### Application for participation in the Kids swim

Parent data:

I, (full name) \_\_\_\_\_

" \_\_\_\_ " \_\_\_\_\_ of the year of birth, living at the address: \_\_\_\_\_

passport (series number) \_\_\_\_\_, issued " \_\_\_\_ " \_\_\_\_ year \_\_\_\_\_,

issued by \_\_\_\_\_

Tel. \_\_\_\_\_ I am the official representative / guardian

Participant of the children's swim (full name)

Child data:

" \_\_\_\_ " \_\_\_\_\_ of the year of birth, living at the address: \_\_\_\_\_

Identity document (series number) \_\_\_\_\_, issued " \_\_\_\_ " \_\_\_\_ year \_\_\_\_\_,

issued by \_\_\_\_\_

Tel. \_\_\_\_\_

fully exercising the freedom of will, being in a state that allows to fully understand and adequately assess my physical form, health status and level of sports skills, adequately assessing the degree of risk I request to allow me to participate in the Swim X-WATERS Montenegro 2021.

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I CONFIRM my voluntary desire to participate in the swim. \_\_\_\_\_

I have carefully studied this document on the withdrawal of claims and exemption from liability, fully understood and AGREED with its content and SIGNED it voluntarily. \_\_\_\_\_

(Full name): \_\_\_\_\_

Signature: \_\_\_\_\_

Date of completion: « \_\_\_\_ » \_\_\_\_\_ 2021