



Regulations
on X-WATERS DUBAI SWIM, Dec. 6, 2019

Dubai 2019

1. General information.

1.1. Executive Director of the swim: Natalia Pankina

1.2. International Open Water Swim Competition X-WATERS DUBAI SWIM is held on December 6, 2019, Block Park at Dubai Design District, Dubai, UAE.

1.3. Swim distances: 1 km, 2 mile, 5 km 10 km. See details on x-waters.com.

1.4. Control time:

Amateurs:

1 km - 45 min, 2 km 1 hour 30 minutes, 5 km – 2 hours 30 minutes, 10 km – 4 hours 30 minutes.

Elite: 2 km 30 minutes, 5 km – 1 hour 10 minutes, 10 km – 2 hours 15 minutes.

1.5. Registration for the swim is on the official website of the series: x-waters.com

1.6. Maximum number of participants:

Amateurs: 600 people.

Elite: 155 people.

1.7. The winners between Amateurs are awarded as follows, 3 winners in the categories "Men" and "Women" in absolute standings and 3 winners in age groups in the categories "Men" and "Women".

1.8. There are no age groups in Elite category. 3 winners in the categories "Men" and "Women" in absolute standings are awarded.

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.

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

3. Management .

Swim organizer: LENS SPORTS EVENTS MARKETING, YES Business Centre

Office 402, Dubai , UAE.

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. Age requirements:

Amateurs:

1 KM 9-11 Years

2 KM 12 Years and older

5 KM 15 Years and older

10 KM 18 Years and older

Elite: 18 Years and older, no age groups

5.2. The age of participants is determined by the number of full years on the December 31, 2019

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:

- water temperature of 18 degrees & below – the use of neoprene wetsuit is mandatory;

- water temperature of 18 to 24 degrees – neoprene wetsuit is optional;

- water temperature of 24 degrees & above – neoprene wetsuit is NOT allowed. Elite swimmers have to use swimming suits approved by FINA.

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 waiver (Annex 1 or 2).
- A valid sport insurance certificate.
- A medical certificate issued not earlier than 6 months before the day of the swim, which confirms that the competitor is allowed to compete in open water swimming or triathlon (Appendix 3).

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

7.3. 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).

7.4. 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 for Amateurs:

Age	Women	Men
born 2008-2010	F 9	M 9
born 2005-2007	F 12	M 12
born 2002-2004	F 15	M 15
born 1990-2001	F 18	M 18
born 1980-1989	F 30	M 30
born 1970-1979	F 40	M 40
born 1960-1969	F 50	M 50
born 1959 and before	F 60	M 60

There are no age groups for Elite

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 "Business-Kultura"

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 Organizer with police or 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 "Business-Kultura" 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: info@lens.team.

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.



EVENT REGISTRATION, RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

I _____ (Full name) with the undersigned _____ of ID (Passport) number, I would like to participate with my own initiative and individual responsibility in the event “**X-Waters Dubai swim**”, of **2, 5 and / or 10 kilometers** to be held on 6th December 2019 in Dubai (United Arab of Emirates), organized by LENS Sports Events Marketing. I understand and acknowledge that by checking the box below or signing below, that I am legally agreeing to the statements in the following Event Registration, Release and Waiver of Liability, and Assumption of Risk and Indemnity Agreement (“Agreement”) and that these statements are being accepted and relied upon by the Released Parties, as defined below. I hereby freely and voluntarily acknowledge and/or take action for myself, and on behalf of my spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf, as follows:

1. I HEREBY ACKNOWLEDGE AND ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS EVENT.

- a) I acknowledge swimming is inherently dangerous and are an extreme test of my physical and mental limits that carries with them the potential for serious bodily injury, permanent disability, paralysis and death. I acknowledge and agree that it is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in the Event, and I attest and certify that I am or will be sufficiently fit and physically trained to participate in the Event, which I elect to enter. I certify that I have not been advised against participation in the Event by any healthcare provider. I have no physical or medical condition that would endanger myself or others if I participate in the Event, or would interfere with my ability to safely participate in the Event. I accept responsibility for the condition and adequacy of my competition equipment and my conduct in connection with the Event
- b) I have presented to the Organizing Committee of the event medical certificate from the General Practice Doctor of the last semester, confirming that I am not encounter any health problem and I can participate in this long-distance race and in other similar long distance’s events.
- c) I certify that the organizing authority of the race “**X-Waters Dubai Swim**” of 1km, 2km, 5km and / or 10km distance and all the involved persons (individuals or legal entities) do not have any responsibility for anything that occurred before, during or after the event, as indicatively death, physical or mental harm of my health (temporary or permanent), or other injury.
- d) Moreover, I confirm, that the Organizing Authority of the race and all the involved persons (individuals or legal entities) do not have any responsibility for anything that occurred before, during

or after the event, including attendees and/or viewers, that is connected or not with my culpability

- e) I have all the responsibility to protect my health and I explicitly declare that no claim will be raised for any physical or mental disability that may occur and/or death and / or for any direct, indirect, financial, repayment or other damage of any kind, directly or indirectly related to this race, as well as any material damage caused by or due to the match. The Organizer of **X-Waters Dubai Swim** is not responsible for any loss or damage of any kind. I explicitly relieve the organizers of any responsibility regarding my health, any accident or even my death.
 - f) I hereby declare that I am aware of the General Data Protection Regulation (GDPR) and I unreservedly allow the organizers the use of my personal data, for marketing and promotional purpose of the above event and of the organizers, such as photos, videos, audio recordings which will be taken during the race, as well as filming and recording the race with any kind of media. For all the above cases, I declare that I absolve the organizers from any liability and I waive of any claim. All copyrights on photos, videos, and recordings of all audio and video recordings and promotional filming taken during the event and other venues of the event belong to the organizer.
2. I understand and acknowledge the dangers associated with the consumption of alcohol and/or drugs before, during and after the Event and I recognize that consumption of alcohol and/or drugs might impair my judgment and motor skills. I assume responsibility for any injury, loss or damage associated with my consumption of alcohol and/or drugs.
 3. **I FURTHER COVENANT and AGREE NOT TO SUE any of the Released Parties for any of the Claims that I have waived, released, or discharged herein.** I AGREE TO INDEMNIFY, DEFEND, and HOLD HARMLESS the Released Parties from any and all expenses incurred, Claims made by me or other individuals or entities, for liabilities assessed against the Released Parties, including but not limited to court costs, attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by any part of this Agreement, my breach or failure to abide by any of the race sanctioning body's competitive rules, Event Director and/or X-Waters Dubai Swim's Competition Rules, and information in the athlete information guide, and/or my actions or inactions which cause injury or damage to any other person.
 4. I hereby grant to the **Organising Committee of X-Waters Dubai Swim** the right, permission, and authority to use my name, image, voice, and/or likeness, without compensation, captured during the Event by Event Producer, its affiliated entities or contractors, and/or the media in any photographs, videotapes, CDs, DVDs, broadcast, telecast, podcast, webcast, recordings, motion pictures, commercial advertisement, promotion materials, and/or any other record of this Event for any purpose whatsoever.

If you are not agreed with the Clause 4 that please write NO _____ and Sign here _____

5. I acknowledge and agree that the **Organising Committee of X-Waters Dubai swim**, in its sole discretion, may delay or cancel the Event if it believes the conditions on the race day are unsafe. In the event the Event is delayed or cancelled for any reason, including but not limited to acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake), acts of terrorism, fire, threatened or actual strike, labor difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of Event Producer, there shall be no refund of Event Producer's entry fee or any other costs incurred in connection with the Event.
6. I understand that the **Organising Committee of X-Waters Dubai swim** reserves the right, in its sole and complete discretion, to deny entry, revoke the entry application of any applicant at any time, and/or to

disqualify any individual from the Event. Applicant expressly waives any claim for damages arising from the denial or revocation of an entry application exceeding the amount of the entry fee.

7. I expressly and unconditionally accept to follow the instructions of the qualified personnel during the race. In the event that I do not follow the instructions of the staff or that I act on a way that prevents the smooth and secure conduct of the race, or that can be dangerous for the participants, I unreservedly accept that the organizers can disqualify me from the race.
8. I acknowledge that my participation will be subject to the conditions as listed in the "Agreement on event registration, liability release and waiver of liability and the assumption of risk and exemption is granted", which I have received, read, understood and accept.

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE (OR WILL BE ON THE DATE OF THE EVENT) OR OLDER, I HAVE READ THIS AGREEMENT, I UNDERSTAND ITS CONTENT, AND INTENTIONALLY AND VOLUNTARILY SIGN THIS AGREEMENT.

I AM IN EXCELLENT PHYSICAL SITUATION AND TAKE FULL RESPONSIBILITY FOR MY PARTICIPATION.

Please Present the Sign Waiver to the member of the Organising Committee during the Collection of the Race Pack on the Registration Day.

Signature _____

Full Name _____

Date _____

Annex 2. Waiver for minors



**ADULT WAIVER FOR MINOR PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE
RIGHT TO SUE.**

PLEASE READ CAREFULLY!

In consideration for allowing my minor child/ward to participate in the related events and activities of X-Waters Dubai Swim for 1km, 2km or 5km races, I hereby warrant and agree:

1. I am the parent/guardian having full legal responsibility for decisions regarding my minor child/ward; and
2. I am familiar with and accept, on behalf of myself and my minor child/ward that there is the risk of serious injury and death in participation in swimming and in competitive swimming in particular; and
3. I have satisfied myself and believe that my minor child/ward is physically, emotionally and mentally able to participate in this event, and that his/her equipment, is mechanically fit for his/her use in this event; and
4. I understand, and will instruct my minor child/ward, that all applicable rules for participation must be followed and that at all times the sole responsibility for personal safety remains with my minor child/ward; and
5. I will immediately remove my minor child/ward from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that my minor child/ward has experienced any deterioration in his/her physical, emotional or mental fitness for continued participation in the event.
6. I authorize the Organising Committee of X-Waters Dubai Swim to consent to emergency medical treatment in accordance with the best interests of my minor child/ward, should I not be present at the relevant time to grant consent myself.

I UNDERSTAND AND AGREE, ON BEHALF OF MY MINOR CHILD/WARD, HIS/HER HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

1. AN UNQUALIFIED ASSUMPTION OF ALL RISKS associated with participation in this event by my minor child/ward even if arising from negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent first aid operations or procedures, of the event organizer, the event venue and any persons associated therewith or participating therein; and
2. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have or may in the future have against the Organising Committee of X-Waters Dubai Swim and its directors, officers, employees, guides and representatives, advertisers, other participants, sponsors, (all of whom are collectively referred to as “the

Releasees”) from any and all liability for any loss, damage, injury or expense that my minor child/ward may suffer, or that his/her next of kin may suffer as a result of his/her use of or presence at, the swimming facilities, due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE RELEVANT OCCUPIERS LIABILITY ACT OR ANY OTHER RELEVANT STATUTES, on the part of the Releasees.

3. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation of my minor child/ward in the event; and

4. AN AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise.

5. AN ACKNOWLEDGMENT that I HAVE READ THIS DOCUMENT THOROUGHLY.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH MY MINOR CHILD/WARD, HIS/HER HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS AND I MAY HAVE AGAINST THE RELEASEES.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

(Please provide the signed Waiver to the Organising Committee during the collection the Race Pack on the Registration Day of the event).

Signature of Parent/Guardian

Printed name of Parent/Guardian

Signature of Witness to Signature of Parent/Guardian

Printed name of Witness

Date

Age of Minor Child/ Ward on the Date of the Event

Annex 3.

PARTICIPANT MEDICAL CONFIRMATION

(DATE)

I, **(INSERT PHYSICIAN'S NAME & LICENSE NUMBER)**, have conducted a medical examination of the following individual:

Name: _____

Nationality _____

Date of Birth: _____

I hereby confirm that **(INSERT INDIVIDUAL'S NAME)**, is fit and able to participate in an open water swimming event without any medical constraint.

(PHYSICIAN'S SIGNATURE)

(DATE)

(PHYSICIAN'S STAMP)

I hereby confirm that **(INSERT INDIVIDUAL'S NAME)**, is fit and able to participate in an open water swimming event and note the following medical constraints:

1) _____

2) _____

3) _____

(PHYSICIAN'S SIGNATURE)

(DATE)

(PHYSICIAN'S STAMP)