

GENERAL MK1K PRIVACY & LEGALS (Terms & Conditions)

Please read through all the term and conditions, including the Swimmer Health Commitment:

1. ENTRY

1.1. By submitting your application you are agreeing to register for MK1K and to abide by these conditions of entry and any instructions given to you by the organisers and officials of the Event. This includes any entries made for you on your behalf by a third party

2. EVENT SAFETY

2.1. At all times during the event the swimmer must adhere to all instructions given by event marshals, volunteers and officials.

2.2. It is the swimmers' responsibility to ensure they have the correct equipment and that it is in a good safe working order. This includes being properly equipped and appropriately prepared for the weather conditions.

2.3. You the swimmer, are responsible for ensuring you are sufficiently fit and healthy to participate in the events unaided. If you are in any doubt we recommend that you seek medical advice beforehand. Please read our Health Commitment Statement for further advice.

3. DATA PROTECTION

3.1. The swimmer agrees that their personal information can be stored and used by the Organisers and their partners in connection with the organisation, staging and administration of events.

3.2. The swimmer agrees that name, image and contact details can be used by the Organisers and their partners for the purposes of:-

(i) The promotion and marketing of MK1K events and training;

(ii) Adding you to a mailing list to keep you informed about future events and services which we believe you might be interested in, such as information regarding local clubs, events and how to join Love Sports Events. If you object to such, please see condition 3.3

3.3. The Organisers shall take all necessary steps to ensure that personal information or marketing information pertaining or relating to you which comes into their possession or control shall not be:

- i. Used or reproduced in whole or in part in any form except for the purposes outlined in these conditions.
- ii. Disclosed to any person not authorised by you to receive it; or.

- iii. Altered, deleted, added to or otherwise interfered with (except where expressly permitted by these conditions).

3.4. If you would not like the Organisers or their partners to use the marketing information or personal information other than for purposes related solely to your participation in MK1K, please e-mail info@lovesportsevents.co.uk

4. CANCELLATION / TRANSFER OF ENTRY / DISTANCE CHANGE

4.1. The Organisers may cancel the event if circumstances arise beyond our reasonable control. In such circumstances we will endeavour to communicate to you in advance.

4.2. In the event of a cancellation the Organisers will have no responsibility for any costs incurred as a result of cancellation including any travel or accommodation costs. There will be no refunds on entry fees.

4.3. The Event Organiser operates a 14 day cooling off period. Accordingly, the Participant, Parent/Guardian is entitled to cancel his/her application to participate provided the Event Organiser receives written notice sent to info@lovesportsevents.co.uk requesting cancellation, within 14 days of payment of the Entry Fee. Booking fees will not be refunded.

4.4 Should a participant fall ill or no longer be able to attend, they may transfer their entry to another person.

4.5 All transfers must be completed by the participant using the online registration system.

4.6 There will be no fee for transferring an entry to another person however, it is the responsibility of the person making the transfer to arrange any handover of money for the entry fee.

4.7 Transfers must be completed no later than Friday 2nd July, 2021

4.6 Distance changes will be allowed up to 2 weeks prior to the event date, and only if there is space in the event. Should the participant wish to swap to a shorter distance, no refund will be offered on the difference in entry fee

4.7 Should the event be cancelled or postponed due to Covid-19, entries will be rolled over to the new event date. Participants will be contacted to confirm their registration on the new date.

5. CHANGES TO THE EVENT

5.1 The organisers reserve the right to change the course, or make any other amendment to the event deemed necessary to stage the Event. Any change to the Event will be communicated to you at the Event or sooner if practicable.

5.2 Should the course distance be reduced in accordance with Condition 5.1 for the avoidance of doubt, you will agree that the Event is still deemed to be staged and that we will not be liable to you for any refund.

6. USE OF IMAGE

6.1. Photographs may be taken which capture your participation. The swimmer agrees to the publication of photographs and broadcasts of their image which accurately depict their participation in MK1K.

7. MEDICAL CONDITIONS

7.1. If you have not exercised before or for some time, you should consult your doctor before taking part in MK1K. Please read our Health Commitment Statement for further advice.

7.2. The swimmer must provide an emergency contact name/emergency contact number on registration.

8. LIABILITY

8.1. In no event shall the Organisers be liable to you, whether for breach of contract, any tortuous act or omission (including negligence) or otherwise, under or in connection with the Agreement for any:-

- Loss or damage;
- Loss of profit;
- Loss of reputation;
- Loss of business, revenue or goodwill;
- Loss of anticipated savings;
- Pledges made on your behalf or by you to charity;
- Consequential or indirect loss, regardless of whether the loss or damage:
 - Would arise in the ordinary course of events;
 - is reasonably foreseeable; or
 - Is in the contemplation of the parties, or otherwise.

8.2. Nothing in this Agreement shall affect the Organisers' liability for death or personal injury, fraud, or any other liability to the extent it cannot be excluded or limited by law.

8.3. Love Sports Events strongly advises all participants to hold relevant public liability cover whilst taking part in these events.

9. GENERAL

9.1. The Agreement shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts.

9.2. If any provision of the Agreement is invalid or unenforceable, in whole or in part, the validity of the remainder shall not be affected.

9.3. The Agreement does not create, confer or purport to confer any benefit or right enforceable by any person not party to it.

9.4. Participant must update their personal contact details and medical details via the race registration system should they change after initial registration and payment of entry fee.

9.5. We will be using the NOWCA wristband safety system. No one will be allowed to start without a current NOWCA membership.

9.6. NOWCA members must keep their details up to date. Swimmers should visit their personal login page at www.nowca.org to change these.

9.7 Participants must be 12 years and over to compete in the MK1K. Age is taken on the day of the event and participants under the age of 18 must have parent / guardian consent to participate.

9.9 Participants between the ages of 12-16 must use a tow float.

9.10 Event Organisers will monitor water temperatures in the lead up to the event. Should the water temperature drop below 15 degrees, wetsuits will be compulsory unless agreed otherwise in advance with the organisers by either providing evidence of having completed at least 3 events in similar temperatures in skins or providing a training record of open water swims in similar temperatures.

9.11 Timing chips will be used for the event and must be placed on the ankle (outside of the wetsuit if wearing one). Lost chips will incur a £20.00 fee

MK1K GENERAL EVENT RULES

1. NOWCA SAFETY

1.1. All competitors must wear their NOWCA safety wrist band on their wrist only.

1.2 Results will be available on the MK1K website and will be emailed to the participant after the event.

2. TOW FLOATS

2.1. Tow floats are not compulsory at the MK1K except for swimmers aged 12-16 years old who must use a tow float.

3. SWIM ETIQUETTE AND START PROCEDURE

3.1. Swim start procedure may change up to the day of the event and will be determined by Covid-Safe protocols in place at the time of the event.

3.2 On receipt of a wave start/ start window time, it is the swimmers responsibility to follow instruction in order to be ready to enter the water at this time. Not only will this ensure the correct distribution of swimmers but it also ensures accurate timing.

3.3. The organisers ask that swimmers consider their position both on entry and whilst in the water in order to limit the risk of collision with other swimmers. We recommend casual swimmers place themselves at the side of the back of the field as faster timer-orientated swimmers will look to lead front and center.

3.4. In line with current social distancing requirements, this is a non-drafting event. Swimmers must keep 2m distance between themselves and other swimmers unless overtaking.

4. PRIZES

4.1 Category prizes will be awarded for the fastest in each gender completing the 3 race option.

4.2 Category prizes will only be awarded where there are 3 or more participants in the category.

HEALTH COMMITMENT STATEMENT

You the swimmer, are responsible for your health. Love Sports Events are dedicated to helping you take every opportunity to enjoy your participation in our events. With this in mind, we have carefully considered what we can reasonably expect of each other.

Our commitment to you

- We will respect your personal decisions, and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.
- We will make every reasonable effort to make sure our event is organised to accepted safe operational standards for you to enjoy.
- We will make all reasonable steps to ensure first aid is available at event to an industry standard.
- If you tell us you have a disability which puts you at a substantial disadvantage in accessing our event, we will consider what adjustments, if any, are reasonable for us to make.

Your commitment to us

- You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with your safe participation in our event, before you enter you should seek advice from a relevant medical professional and follow that advice.
- It is the decision of the user, not the event organiser, to determine whether he or she is fit enough to exercise.

- If the user is in any doubt, the user should seek medical advice. It is up to the user where to seek that medical advice.
- You should let us know immediately, if you feel unwell whilst participating in one of our events.
- Our staff are not qualified Doctors, but there will be first aid provision in attendance at our events.
- If you have a disability, you must follow any reasonable instructions to allow you to complete our event safely.

This Health Commitment Statement sets the standards that Love Sports Events and the event participant can reasonably expect from each other in regards to the health of the participant.

This statement is for guidance only. It is not a legally binding agreement between you and us and does not create any obligation which you or we must meet.

** PARTICIPANTS MUST NOT TRAVEL TO THE EVENT IF THEY OR ANY MEMBER OF THEIR HOUSEHOLD HAS SYMPTOMS SUGGESTIVE OF COVID-19*

** PARTICIPANTS MUST RESPECT SOCIAL DISTANCING MEASURES IN PLACE AT THE EVENT*

TRAINING TERMS & CONDITIONS

OVERVIEW

Any specific event training is managed by Love Open Water for Love Sports Events and training is delivered by a range of health and fitness providers and facilities.

MK1K Participants – Key conditions

- Responsibility for their safety and wellbeing is with the company or person providing the session or facility.
- Sessions delivered and facility providers should be covered by the instructors or providers company indemnity/ liability insurance.
- Instructors should have taken part in a training programme, and also have qualifications to deliver relevant activities. If you are in any doubt on instructor qualifications or insurance you can contact info@lovesportsevent.co.uk to check the centre.
- You must ensure you advise the instructor or facility of any specific medical condition. They will be able to advise on if you can take part.
- If you are taking part in any unsupervised activity, this is done at entirely your own risk.
- Any equipment you provide should be in good condition, if wetsuits are used in training we recommend they are checked by the instructor prior to use.
- All participants should adhere to the facility/ instructor session rules.
- Any person under the age of 18 should have parental consent to take part in training activities. Any person under the age of 18 should check with a provider/facility to ensure they are able to take part.

MK1K Training Venue

Overview

Training venues are facilities and coaching that have been identified as suitable for open water swim training.

Key conditions

- Participants should check closely what is offered at a venue before choosing to use the facilities. Some may be unsupervised, or may offer basic guidance.
- Participants should check pricing and opening hours before travelling to a venue
- All participants use venues at their own risk and Love Sports Events cannot be held responsible for any injury or loss caused when using these venues

Contact us

If you have any questions or concerns regarding a centre/venue or instructor, please advise info@lovesportsevents.co.uk