

# Participant Medical Disclaimer for DTC Training Sessions and Events

# Please read the following information carefully:

Derby Triathlon Club (DTC) means all members of the club acting or representing the club singularly or collectively.

#### **Terms and Conditions**

By signing up to DTC events or sessions, the Participant is agreeing, without condition or limitation, to abide by the following terms and conditions.

It is the Participant's responsibility to provide accurate and up to date information as described below. Any error in data entered is the responsibility of the participant. The Participant must inform DTC of any changes to this information at the earliest opportunity.

### Liability

Participation in the event or training session is at the Participant's own risk.

DTC shall not be liable for any loss, damage or expense arising from an event of a Force Majeure. Whilst DTC takes every care with staging the session/event, the Participant acknowledges that personal accident and personal items insurance is his/her sole responsibility.

DTC shall not be liable to the Participant in the event of injury or for any loss or damage of or to personal equipment belonging to the participant, or any indirect or consequential loss or damage whatsoever arising out of the participant taking part in the training session.

DTC will not be liable for any actions of any spectators or other third parties.

## Training Sessions involving Cycling

The Participant is aware that cycling may be on public roads and that they must obey the Highway Code at all times.

The Participant must wear a hard-shell helmet that meets an internationally accepted standard and display appropriate lighting as weather and lighting conditions dictate. Clothing should be light coloured, fluorescent or reflective, dependent on lighting conditions (highway code article 59).

# **Training Sessions involving Open Water Swimming**

The Participant agrees that he/she is fully aware of the dangers of swimming in an open water environment.

The landowners cannot be held responsible for any loss or injury howsoever caused.

As a prerequisite to swimming at the open water venue, as agreed between the venue owners and DTC, you are required to abide by the strict safety measures detailed below:

- 1. I will at all times follow the instruction and direction of the DTC event organiser.
- 2. I will not enter the water until all safety measures have been put in place and will abide by such safety measures at all times ensuring I swim within the designated area.
- 3. I am a competent swimmer capable of completing an 800 metre continuous swim, and I am over the age of 16 years. Members under 16 **must** be accompanied by a parent or an adult at all times.
- 4. I shall ensure that I have paid the appropriate fee and will provide emergency contact details to the club safety officer before entering the water.
- 5. I will register my name with the club safety officer/marshal on entering and exiting the water.
- 6. I shall exit the water when instructed to do so or at the end of the designated swim session.
- 7. A wetsuit and brightly coloured swim hat are to be worn at all times whilst in the water.
- 8. I will enter and exit the water at the specified place and stay within the designated swim route unless instructed otherwise by a marshal or the club safety officer.
- 9. In the event I enter into difficulty during the swim session I shall roll on to my back and signal for rescue by raising an arm in the air.

- 10. I will not enter into the space of the other water users.
- 11. I shall not swim or enter the water if feeling unwell.
- 12. I shall, and ensure any of my party are, at all times wearing a life jacket or wetsuit whilst within 2 metres of the water's edge.
- 13. I shall ensure all pets or children are kept away from the water's edge.
- 14. I will, at all times, respect members of the public and be courteous to the event organisers and other users of the venue.
- 15. I agree to respect and abide by the safety rules and code of conduct of both DTC and the venue owners and their instructions.
- 16. I have read and understood the 'Code of conduct', Risk Assessment and Normal Operating Procedures which are available on the DTC website.

#### **Collection and Use of Personal Data**

The Participant agrees and consents to DTC using his/her personal details provided, when signing up, for the purposes outlined below.

DTC requires a record of each Participant's personal details including third party emergency contact details in order to properly conduct and safely administer the training session/event.

DTC will keep records of medical information provided, keeping this confidential, and this may be shared only with medical personnel or teams allocated to the training session/event. This includes ambulance staff and hospital staff if necessary.

The Participant agrees that DTC may use such information in relation to future training sessions/events organised by DTC.

The Participant reserves the right to request that his/her personal data is deleted from DTC records at any point in the future. However, new personal data will need collecting to enable participation in any DTC future training sessions/events.

## **Photography**

DTC retain the right to use images, photographs and video taken by their allocated photographers at the training session/event without informing the participant. These images will only be used for the purposes of promoting, reporting and broadcasting the event.

Any individual who does not wish to have their image used by the organiser for these purposes must inform the organiser via email (secretary @ derbytriathlonclub.co.uk (please DELETE spaces)). For events where children under 18 years old are taking part, all participants and session attendees are required to comply with the Photography Policy published on the British Triathlon Federation website.