**Aly Swims Cornwall Waiver**

Before taking part in any Aly Swims Cornwall Ltd activity, you must complete this waiver and disclaimer. If there are any changes to your circumstances, please complete a new form.

First Name:      .

Surname:      .

Gender:      .

DOB (dd/mm/yy):     .

Address:      .

Email:      .

Phone:      .

Aly Swims Cornwall Ltd Experience/event and Dates (ie Social Swimming 12-14 Aug 25):      .

Open Water Experience?

[ ]  Yes [ ]  No

Brief description (if none that’s fine, please write ‘none’):

      .

Do you have any medical conditions which, in the case of an emergency, a first aider should know of (if none, please write ‘none’)?

      .

Emergency Contact Details:

Name:      .

Phone:      .

Relationship:      . (ie spouse/mum etc)

(Mandatory – please provide Contact Name and mobile/landline telephone numbers)

By signing this document, I am certifying that the information above is correct and agree to partake in any activities at my own risk and understand the dangers associated with any open water swimming. I confirm that I am able to swim at least 400m continuously and am able to tread water. I hold all responsibility for any injuries that may occur whilst open water swimming or other activities as a result of a Swim Event with Aly Swims Cornwall Ltd and therefore agree to waiver responsibility and not make any claim against them.

Signed:

Full Name:

Date: Monday 10 March 2025

**Aly Swims Cornwall Disclaimer**

Top of Form

Assumption of risk and responsibility and release of liability

At Aly Swims Cornwall Ltd, your health and safety is our primary concern. We want you to have fun, but we also feel it is important to inform you in advance that significant elements of risk exist in any open water environment, in any weather, or activity associated with water sports and the outdoors. These risks may include, but are not limited to, the presence and use of motorised and non-motorised watercraft and related activities.

**NO WATERSPORT ACTIVITY IS WITHOUT RISK**

Certain risks cannot be eliminated without destroying the unique character of the activities, and these risks may result in the loss of, or damage to, equipment, personal injury, and in extreme cases, permanent injury or death. Aly Swims Cornwall Ltd will take every effort to ensure that risks are identified and minimised where possible.

I hereby affirm that I have been thoroughly informed of the risk involved with any open water swimming activity. I understand the purpose of this waiver is to preclude myself and/or others from bringing any claim or legal action arising out of my participation in any experience/swim hosted by Aly Swims Cornwall Ltd. In consideration of the attendance to a swim, I, for myself, my heirs, executors and administrators, hereby unconditionally release and forever discharge Aly Swims Cornwall Ltd, Alyson Spencer, Andrew Spencer, all sponsors, lifeguards, volunteers and producers of this experience/swim, from all liabilities, actions, claims, demands, damages, costs and expenses, which I may now or in the future have against them in any way arising out of or connected to my participation in any experience/swim organised by Aly Swims Cornwall Ltd or any trip associated therewith (collectively, the “Swim Events”) or other functions or events.

I acknowledge that participating in wild swimming/sea swimming/open water swimming/cold water swimming is a test of physical and mental ability and carries the potential for serious personal injury or death. I confirm that I am aware of the risks and hazards inherent in open water swimming, including but not limited to the potential for hypothermia, exhaustion, cardiovascular problems, permanent disability, marine life injuries, drowning or accidents.  I acknowledge that in entering any Swim Events, I am doing so at my own risk.

I further confirm that to the best of my knowledge, my physical condition and fitness are adequate for me to compete in the Swim Events for which I will be taking part, that I have reasonably trained to participate in the Swim Events and that I am unaware of any reason, physical or otherwise, why I should not participate.

I confirm that I can swim at least 400m continuously without stopping and can tread water.

I agree to comply with all rules, regulations and event instructions of the Swim Events, and I consent to receive any and all medical treatment which organisers of the Swim Events consider advisable (and within the remit of their qualifications) in the event of an illness or injury suffered by me during any swim event.

I understand that wild swimming/sea swimming/open water swimming/cold water swimming may involve inherent risks, including but not limited to marine life injuries, pollution spills into the water, drowning or accidents.

I acknowledge that Aly Swims Cornwall Ltd is not responsible for any accidents, or delays whilst travelling to the location of a Swim Event.

I acknowledge that by booking a place on any Aly Swims Cornwall Ltd activity, I am aware of and accept these risks and will be responsible for my own actions and involvement. Aly Swims Cornwall Ltd will help manage the risks but can never completely remove them.

I acknowledge that I have read and understood the terms of this Assumption of risks and responsibilities form and I also agree that the laws of the United Kingdom shall govern its interpretation.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK BY READING IT, AND FURTHER ACKNOWLEDGE THAT ANY ACTIVITIY MAY INCLUDE THE RISK OF SERIOUS INJURY OR DEATH, AND I UNDERSTAND THAT THE ABOVEMENTIONED RISKS DO NOT CONSTITUTE A COMPLETE LIST; UNKNOWN, UNANTICIPATED AND UNFORSEEABLE RISKS EXIST

Signed:

Full Name:

Date: Monday 10 March 2025

\*Please complete, print and sign, then photograph or scan and email both of these back to us at AlySwimsCornwall@gmail.com – many thanks.