

I, the undersigned Athlete/Member Stakeholder, \_\_\_\_\_ (First name/ Family name), born on \_\_\_\_\_ (date of birth), affiliated/connected to \_\_\_\_\_ (World Aquatics Member's Name and three-letter World Aquatics Country code), am:

an active Aquatics Athlete, affiliated to the World Aquatics Member named above, in the Aquatics discipline(s), i.e. Swimming, Open Water Swimming, Diving, High Diving, Water Polo, Artistic Swimming, Masters and any other discipline that may be governed by World Aquatics from time to time

or

a Member Stakeholder, e.g. a representative, official, coach, employee, delegation member of the World Aquatics Member named above

understand and accept that my participation in competitions and related activities organized by World Aquatics ("Events") is subject to my agreement to and acceptance of the following terms and conditions:

**1. World Aquatics Constitution and Rules:** I hereby agree to be bound by the World Aquatics Constitution and all World Aquatics Rules<sup>1</sup>, regulations, policies and any applicable guidelines, as amended from time to time. I acknowledge and agree that it is my personal responsibility to be informed about such World Aquatics Constitution and Rules, regulations, policies and any applicable guidelines and to comply with them.

**2. Use of NIL / Availability during Events:** With regard to the Events organized by World Aquatics, I hereby understand and accept that World Aquatics and the Events' Organizing Committee – or any third party acting on behalf or with the authorization of such aforementioned parties for the purposes contemplated herein – film, photograph, record or otherwise use my name, image (photograph), likeness, appearance, actions and voice ("NIL") during and in connection with the Events and to process the material thus created in perpetuity and on a worldwide territory by any and all means for the promotion of World Aquatics and of the Events, notably, but not limited to, broadcasting, publicity or any exploitation of the material created on a live or non-live basis, in any and all media and/or technical support for any purpose linked with the worldwide audio-visual coverage of the Events. In consequence, I hereby grant a non-exclusive royalty-free license to World Aquatics in respect of any and all rights reasonably required in respect of the exploitation as described above. Moreover, I agree to be available during the Events for TV/radio interviews, press photo sessions and press conferences at the dedicated areas. While I note that World Aquatics will take into consideration my needs to rest, train and prepare for the Events, I further agree to participate, within the limits of my means, to high-priority activities to promote the Events.

**3. Declaration of fitness, Personal Responsibility and Periodical Health Examination:** I fully understand and acknowledge that it is my sole responsibility to determine whether I am fit and healthy enough to participate in any Events without posing a risk to myself or others. Having made that determination diligently (including, where appropriate, by obtaining independent medical advice), I certify that, to the best of my knowledge, information, and

<sup>1</sup> World Aquatics Rules are available on the World Aquatics website: <https://www.worldaquatics.com/rules>. I note that I can also request to my World Aquatics Member a hard copy of the World Aquatics Rules.

belief, they I am fit to participate in Events and by doing so will not pose a risk to myself or others. Furthermore, I hereby agree to undergo periodical health examination in order to determine diligently, for any given Event, whether I am fit and healthy enough to participate in any Events without posing a risk to myself or others. Regarding a Member Stakeholder, the present clause, and clause 4 under, apply, but limited to risks inherent to the ones the Member Stakeholder may be exposed in relation to his or her position and duties at the Events.

**4. Risks inherent to Events:** I also understand and acknowledge that even if I am fit to participate in Events, doing so may present various risks to my personal health and safety linked with the nature of the activity. For example, but without limitation, it may expose me to extreme conditions and circumstances, hazardous natural or human-made objects, and/or risks and dangers arising from adverse weather conditions, imperfect field-of-play conditions, water hazards, and other situations beyond the immediate control of the World Aquatics Member hosting the Event, the Event's Organizing Committee and/or World Aquatics, as well as risks and dangers that may be caused in whole or in part by my own actions or inactions and/or the actions or inactions of other individuals involved in the Events, including competition officials, representatives, staff or other auxiliaries of the World Aquatics Member hosting the Event, Event's Organizing Committee and/or World Aquatics.

**5. Medical Attention and Treatment at Events:** I hereby consent to receive medical treatment deemed necessary if I am injured or requires medical attention during my participation in Events. I understand and agree that I am solely responsible for all costs related to such medical treatment. I hereby release, forever discharge, and hold harmless World Aquatics and all the Releasees from any claim based on such treatment or other medical services.

**6. Assumption of the Risks & Waiver of claims:** I voluntarily and knowingly (a) recognise, accept, and assume all of the risks and dangers arising from participation in Events (including those specifically referenced above); and (b) hereby release and waive (on behalf of myself, my heirs, assigns, and personal representatives) any right I might otherwise have to claim compensation or other relief from World Aquatics and/or any of its officers, directors, managers, officials, agents, employees, and other representatives or auxiliaries, as well as well as from the World Aquatics Member hosting the Events or the Events' Organizing Committee (the "Releasees") including, in each case to the full extent permitted by law, when arising out of negligence of the Releases, in respect of any injury, disability, death, loss, or property or economic damage (economic damage of any kind, whether direct or indirect and/or immediate or consequential) suffered by me as a result of or otherwise in connection with my participation in Events. In addition, I waive any claim for costs or loss that I incur in relation to any Events which has to be cancelled or postponed for reasons of safety or force majeure, including notably travel and accommodation costs. To the fullest extent permitted by law, I finally release World Aquatics from all claims, demands, liabilities, damages, costs and expenses that I may have arising in connection with the processing of my Personal Data. These are defined under as the "Athlete Claims".

I AM AWARE AND UNDERSTAND THAT PARTICIPATING IN EVENTS, AND AQUATIC SPORTS IN GENERAL, IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY AND/OR ECONOMIC DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES SUSTAINED MAY RESULT FROM OR BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS. NOTWITHSTANDING

THE RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN EVENTS, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF WORLD AQUATICS OR OTHERWISE.

**7. Personal Data:** In respect of information about myself, notably my identity data, voice and image data, any data necessary to ensure my participation to the Events, or otherwise ("Personal Data"), I expressly consent to the collecting and processing (e.g. recorded, retained, transferred, transmitted and used) of my Personal Data by and amongst World Aquatics, Events' Organizing Committee and, where necessary, third parties (e.g. law enforcement authorities and border services agencies), for the purposes and to the extent necessary in relation to my participation in the Events, for security and other background checks in order for me to gain the necessary accreditation for the Events, for the purposes of investigating and/or prosecuting breaches of World Aquatics Constitution and Rules, the World Anti-Doping Code and the WADA International Standards, for researches projects and statistics, and for any other purposes which I provide my express consent. I understand that the above is in accordance with applicable data protection legislation and furthermore in particular, but not limited to, in accordance with the World Aquatics Privacy Policy.<sup>2</sup>

**8. Legal Advice:** I confirm that I have been afforded the opportunity to obtain independent legal advice to fully understand my rights in relation to this Declaration form and has obtained such legal counsel and understand the nature and consequences of executing this document or, alternatively, that I waive my right to obtain independent legal advice and agree that this Declaration Form constitutes a binding legal obligation and that that I am estopped from raising any claim on the basis that I have no obtained such legal advice. World Aquatics respectfully suggest that independent legal advice be obtained.

**9. Applicable Law and Jurisdiction:** I agree that this Declaration Form and any issue arising in connection with its validity, interpretation and implementation shall be subject to Swiss law. I further agree any dispute which arises in connection with such issues and, in particular without limitation, any Athlete Claims falling within its scope, including but not limited to Athlete Claims for damages arising out of occurrences (acts or omissions) linked with the Athlete's participation to an Event shall be exclusively settled by arbitration before the Court of Arbitration for Sport (CAS) in Lausanne in accordance with the provisions of the Code of Sports-related arbitration and mediation then in force.

**10. Validity:** The terms and conditions set forth in this Declaration Form supersede any prior terms and conditions and shall also be binding on my heirs, successors, beneficiaries, next of kin or assigns who might pursue any legal action in connection with the same. They shall remain in full force and effect until I decide to withdraw my consent to the present Declaration Form. My withdrawal can be exercised at any time through a formal request to be sent to World Aquatics<sup>3</sup> through my World Aquatics Member. I acknowledge and agree that the effects of my withdrawal of

<sup>2</sup> World Aquatics Privacy Policy is available on the World Aquatics website : [www.worldaquatics.com](http://www.worldaquatics.com) .I acknowledge and agree that it is my personal responsibility to be informed about such policy.

<sup>3</sup> To be sent to [legal@worldaquatics.com](mailto:legal@worldaquatics.com)

consent will take effects thirty days after my request is notified to World Aquatics by my National Member Federation and that such withdrawal will have no retroactive effects whatsoever on the period for which my consent was given<sup>4</sup>.

**I have read the terms and conditions set forth in this Declaration Form, which I fully understand and understand that I have given up substantial rights by signing it, and sign it freely and voluntarily, and I agree to be legally bound by them:**

Athlete/Member Stakeholder

Date:

Signature (handwritten):

For Athlete/Member Stakeholder of minority age (according to national laws):

This is to certify that, as parent/legal guardian of the Athlete/Member Stakeholder named above, who is of minority age, I have read and agree to the terms and conditions of this Declaration Form

Name of Parent/

Signature (handwritten):

Legal Guardian:

Date:

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<sup>4</sup> For instance, World Aquatics will retain disciplinary jurisdiction over me in respect of any of my actions or omissions that occurred prior to the withdrawal of my consent.