



Fritton Lake Outdoor Centre

Terms and Conditions for Open Water Swimming

We are very pleased to welcome you to our Swim Centre. To benefit from the facilities and services offered by the centre you must complete a registration form before swimming and read and agree to the following terms and conditions.

1) Participation

Participation in open water swimming can be physically demanding and it is the participants responsibility to acknowledge this.

Prior to swimming a registration form must be completed. Should any details such as address, contact details, health etc change it is the participants duty to inform the Outdoor centre such that details may be updated as soon as possible.

The participant agrees to abide by all instructions given by the swim session coaches. These include but are not limited to the area available for swimming, acceptable behaviour within the swim session and duration of swim.

It is the participants responsibility to ensure any equipment used is in good safe working order and that weather conditions are taken into account before taking part.

It is the participants responsibility to be sufficiently fit and healthy to participate in open water swimming unaided. If you are in any doubt we recommend that you seek medical advice beforehand. You must inform us at registration if you have any ongoing medical conditions or a history of angina, asthma, blackouts/fainting, diabetes, anaphylaxis, seizures or epilepsy, heart attack, blood pressure or stroke, or other serious medical conditions

It is the participants responsibility to have a reasonable level of swimming ability before taking part in open water swimming. We recommend that all participants must be comfortable swimming out of their depth and that to progress beyond the warm up zone swimmers must be capable of completing a minimum distance of 400m without the need to rest. If you are in any doubt you must consult one of our swim coaches before starting a swim.

The minimum age for open water swimming is 12. Participants under the age of 18 must have parental consent.

Coaches and staff at the open centre centre have the right to deny access to open water swimming if they feel the participant is putting themselves or others at unnecessary risk. They also have the right to ask a participant to leave the swim session at any time if they feel the participant is putting themselves or others at unnecessary risk.

If you are swimming at Fritton Lake for the first time please let us know on arrival. You must attend a briefing at your first session before entering the water.

2) Health

Open water swimming can be strenuous and has associated risks. It is your responsibility to be fit and healthy enough to take part. If you are in any doubt at all you must consult your GP. For your safety you must inform us via the registration form if you have any ongoing medical conditions. These include but are not limited to of angina, asthma, blackouts/fainting, diabetes, anaphylaxis, seizures or epilepsy, heart attack, blood pressure or stroke, or other serious medical conditions

If you feel unwell at any point during an open water swimming session you must inform the swim session staff and coaches at the first available opportunity. We will always have first aiders on site available to help, please respect their decisions if they feel you are not able to continue the session safely.

We recommend that if you are pregnant or suspect that you may be pregnant that you do not take part in open water swimming.

It is recommended that after taking part in open water swimming you shower and wash hands before eating anything. If you feel unwell in the 2 or 3 days following an open water swim you should consult your GP and let them know you have been swimming in open water.

Open water swimming involves immersing yourself in water much colder than your local swimming pool. Please be aware that after you get out you will continue to get colder for some time and it is important that you change into warm, dry clothing as quickly as you can.

3) Swim session dates and availability

Regular weekly open water swimming will be available at Fritton Lake Outdoor Centre between the dates as shown on the website, www.frittonlakeoc.co.uk Participants must be registered with the open water centre prior to taking part in a session. Access to winter swim sessions is restricted and anyone wishing to take part in these sessions must consult our coaches and have their agreement.

In the event of other activities taking place at Fritton Lake, inclement weather or daylight hours shortening regular weekly sessions may have to be cancelled or times altered. We will inform you of these changes via our website and social media wherever possible. It is your responsibility to keep up to date with these posts. Fritton Lake Outdoor Centre will not be held liable for any costs incurred to you due to swim session cancellation.

4) Data

All data supplied on the registration form will be treated in the strictest of confidence and used only for the purposes of the Swim Centre, in accordance with the Data Protection Act. You can view our data policy online at;

<http://www.frittonlakeoc.co.uk/wp-content/uploads/2016/12/Data-Policy-Dec2017-PDF.pdf>

We will from time to time take photographs and/or video during swim sessions for promotional purposes. Please let us know if you do not wish for images or video's of yourself to be used in this way.

5) Liability

5.1 Notwithstanding anything in these Conditions Fritton Lake Outdoor Centre shall not be liable to the Participant for any liability in contract, tort (including negligence) or otherwise for any loss of business, revenue or profits, anticipated savings or wasted expenditure, loss or damage of or to personal equipment belonging to the Participant or any indirect or consequential loss or damage whatsoever (notwithstanding that such loss was within the contemplation of the parties at the date of submitting the registration form) arising out of the Participant taking part in open water swimming or any other matter arising under these Conditions nor for an aggregate amount greater than the session fee paid by the Participant. Without limiting the foregoing, Fritton Lake Outdoor Centre will not be liable for any actions of any spectators or other third parties unless otherwise set out herein.

5.2 Accordingly the Participant hereby expressly and irrevocably renounces, for him/herself, heirs and successors in title the right to any recourse or claims whatsoever against Fritton Lake Outdoor Centre, its officers, employees, suppliers and/or sponsors and/or persons for whom it is answerable (“Associated Parties”) as a result of any kind of physical, mental or other loss or damage of whatsoever nature (including any loss of earnings, profits, or pain and suffering) suffered by the Participant, directly or indirectly, or by his/her family or by any dependents and caused by an event in any way relating to the Participant’s participation. The Participant hereby undertakes, for him/herself, heirs and successors in title to indemnify and hold harmless the Fritton Lake Outdoor Centre, and any Associated Parties for any costs and/or amount, which they or any of them may be required to pay as a result of any aforesaid recourse or claim by whomsoever made. The Participant also agrees to indemnify Fritton Lake Outdoor Centre and Associated Parties for any claim, actions, liabilities or losses resulting from any breach of the Participant’s declarations above and/or the Participant’s negligent acts or omissions and/or wilful misconduct.

5.3 Nothing in the following Conditions shall exclude or limit the liability of Fritton Lake Outdoor Centre:

5.3.1 Death or personal injury caused by Fritton Lake Outdoor Centre’s negligence;

5.3.2 Fraud or fraudulent misrepresentation; or

5.3.3 Any matter which it would be illegal for Fritton Lake Outdoor Centre to exclude or attempt to exclude liability.

Terms and conditions of swimming at Fritton Lake Outdoor Centre updated March 2017. Any questions, questions or requests regarding this document are welcomed and should be addressed to Simon Edwards, SJ3 Outdoors Ltd, 95 St Williams Way, Norwich, NR7 0AL or made via email to simon@sj3.co.uk