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**RULES: SWIMRUNMAN™ EMBRUN – SERRE-PONÇON 2022****ARTICLE 1: SWIMRUNMAN™**

1.1: The SWIMRUNMAN™ EMBRUN – SERRE-PONÇON is organised by NATURE ET DÉNIVELÉ association, with headquarter in Salles-sur-Verdon (France).

1.2: SWIMRUNMAN™ is a timed course where participants switch between swimming and running several times during the race. The different series can be done solo or in pairs, depending on the race format. The total distances can be of the order of 11 km, 23 km or 41 km.

1.3: This event is governed by the present rules, which cannot be substituted by any other document.

1.4: Each participant must know and accept the rules in full by checking the box provided for this purpose at the bottom of the page.

1.5: The only competent authority for the application of the present rules is the organiser, Nature et Dénivelé.

1.6: The event is open to participants born before 26<sup>th</sup> June 2004.

1.7: The organiser, Nature et Dénivelé, reserves the right to modify the course, the date, the race, the schedule/timings, and the present rules without any notice. However, the organiser commit to inform the registered participants of any modification(s), addition of rule(s), changes to the course, or changes to the date/time of the event before the start of the race.

1.8: If circumstances so require, the Organiser reserves the right to modify the route, the position of refreshment stations and timing points at any time, to postpone the date and/or times of the Event, to stop the race in progress, to cancel it or to set up a fallback route. Competitors will not be entitled to any refund.

1.9: Participants must arrive at the venue of the event the day before the start of the race to withdraw the race bib, unless otherwise agreed with the Organising Committee (exceptional cases).

1.10: Participants accept the exploitation of all the images and photos taken in the event by the organisers and its partners. This is without limitation in time, support, quantity, or the mode of dissemination (commercial, promotional and advertising use using all types of support). All images and rights from the event are reserved.

1.11: The active security of the event is ensured by:

- the event's organising team,
- a team that marks the race,
- a rescue team.



## ARTICLE 2: Registration

- 2.1: The online registration platform is available on the website: [www.swimrunman.fr](http://www.swimrunman.fr)
- 2.2: Registration includes: a gift (to be collected when picking up the race bibs), access to water/food checkpoints throughout the course, a racing bib (chasuble to be returned upon arrival), access to the race, and an electronic timing chip (to be returned upon arrival).
- 2.3: Registration can be done in teams of two participants or solo depending on the race format.
- 2.3.1: To participate as a team, your team must consist of two participants (2 men or 2 women or mixed: 1 man and 1 woman). The event is open to participants born before 26<sup>th</sup> June 2004.
- 2.4: Only complete teams and/or complete registration files having paid the registration fee and signed the rules are allowed to participate, unless otherwise decided by the organisation.
- 2.4.1: A medical certificate, or a French FFTRI competition 2022 license, must be provided (*see article 9 of the present rules*).
- 2.4.2: By signing this document, the participant agrees to be flown over and filmed by an aircraft (drone) for the entire day.
- 2.4.3: By signing this document, the participant certifies on his/her honour to have a valid personal accident insurance and to be aware of the risks inherent to the practice of the activities involved in the race.
- 2.5: When registering, each participant agrees to supply all the requested information.
- 2.5.1: As part of a team registration, by signing these rules, the team leader agrees to inform his/her teammate of the terms and conditions contained in the rules. Thus, the pair will be aware of the rules of the event.
- 2.6: Individuals not having a racing bib are not allowed in the course during the race and may be excluded from the race by the organisation, even if they accompany a registered participant.
- 2.7: Each participant must present a piece of identification, his E-ticket and a deposit check of the value of the chasuble and microchip to remove his bib.
- 2.8: No racing bib or participant pack will be sent in the post.
- 2.9: All registrations for the event are personal, firm and definitive, and cannot be reimbursed for any reason whatsoever, unless specifically stipulated in the Regulations. Each registration entitles the holder to one race number.
- 2.10 : Cancellation option :
- 2.10.1: For participants who wish to do so, a "SWIMRUNMAN FRANCE cancellation " option is offered at the time of registration for the Event. This option must be selected before validation of the order.



This option allows, under certain conditions established by the Organiser, the reimbursement of the price of the race number, excluding options and bank charges.

**Purpose of the option:** guarantee the participant the refund of his registration fees (excluding options and bank charges) to SWIMRUNMAN EMBRUN SERRE-PONÇON if he has been obliged to cancel his participation due to one of the following events :

- Cancellation of the event by prefectural decree following a health crisis (COVID-19)
- Death, accident or illness of the participant concerned by the option,
- Death, accident or serious illness (requiring hospitalization) of a spouse, an ascendant or descendant of the first degree occurring within 30 days prior to the event,
- Refusal of visa by the French authorities,
- Theft of identity papers in the 48 hours prior to departure,
- Summons to appear in court.

Accident" means any bodily injury resulting from the sudden action of a cause external to the participant. Illness" means any medically proven deterioration in health.

**Bonus:** 7€/participant for the SPRINT format, 9€50/participant for the CLASSIC format and 14€50/participant for the NIGHT format to be added to the registration fee.

The members of the same team are inseparable, the option applies obligatorily to both members of the team.

**Conditions of compensation :** any claim for compensation must be received by the Association. Nature et Dénivelé no later than 15 days after the event and must be accompanied by an official document justifying the cancellation of the participation, in particular a medical certificate written in French, English or Spanish and dated no later than two days after the event, in case of accident or illness.

Files will be reviewed within two months and compensation paid within three months. Foreigners and persons wishing to be reimbursed by bank transfer must enclose an IBAN.

**Main exclusions :** In particular, the option excludes the reimbursement of expenses incurred for :

- An illness or accident that has already been diagnosed before registration,
- Psychological or psychiatric disorders, nervous and mental illness, ..., and their consequences,
- Pregnancy prior to registration,
- Intentional misconduct of the participant

The following are also excluded:

- The consequences of intentional misconduct by natural persons having the status of participant.
- Damage or loss caused by civil or foreign war, whether declared or not. It is up to the participant to prove that the loss results from an act other than the act of foreign war. It is up to the Organizer to prove that the loss results from civil war.
- Damage or loss caused by earthquakes, tidal waves, volcanic eruptions or other cataclysms.
- Damage or aggravation of damage caused: by weapons or devices intended to explode by modification of the structure of the nucleus of the atom, by any nuclear fuel, radioactive product or waste, by any other source of ionizing radiation (in particular any radioisotope).
- Fines, taxes, royalties, fees and any other criminal sanction imposed personally on the participant.
- Facts, damages or losses of which the participant is aware at the time of registration as being likely to result in their application.

**Effect and duration of the option :** The option takes effect at the time of the participant's registration for SWIMRUNMAN EMBRUN SERRE-PONÇON 2022 and will expire automatically and without further notice on June 26, 2022 as soon as the participant has crossed the starting line.

**Waiver period :** The validation of the option at the time of registration does not constitute a



definitive commitment for the participant who has a period of 14 working days from the date of registration (receipt of the order validation) to renounce to his option, by sending to NATURE ET DÉNIVELÉ - Mairie des Salles-sur-Verdon, Place Sainte-Anne, 83630 Les Salles-sur-Verdon, a registered letter written on the following model: "I, the undersigned (surname, first name and address), declare to renounce my option "Cancellation SWIMRUNMAN FRANCE" proposed by Nature et Dénivelé, that I signed on (date) and ask for the refund of any membership fee already cashed. Date and signature ".

**Obligation of the participant in the event of a claim** : The participant's claim must be accompanied by the claim form, otherwise it will be forfeited:

- In the event of illness or accident, a medical certificate justifying the cancellation of his participation, dated less than 48 hours after the date of the event, i.e. by 28 June 2022 at the latest; the participant undertakes, under penalty of forfeiture, to accept a check-up by the Organiser's medical advisor if the latter so requests;
- In case of death, a death certificate;
- In the event of theft, the original of the receipt for filing a complaint or theft report issued by the competent police authority;
- In case of visa refusal, a receipt from the Embassy or Consulate;

2.10.2: For participants who wish to do so, a "Swimrun ÖTILLÖ cancellation insurance" is offered. This insurance can be taken out for ÖTILLÖ and ÖTILLÖ MERIT RACE events. The subscription, the list of annual races included in the contract and the insurance conditions are available at the following link : <https://www.otilloswimrun.com/insurance>

2.11: Enrolment Transfers and Amendments :

- No transfer of registration or modification is possible (change of distance, change of name, change of event, ...).
- Participants who have validated the "SWIMRUNMAN France cancellation" option can ask for a refund of the race number price, excluding options and bank charges.
- Any person passing on their number to a third party will be held responsible in the event of an accident occurring or caused by the latter during the event. The Organiser declines all responsibility in the event of an accident in this type of situation.

### **ARTICLE 3: Start of the race**

3.1: A race briefing will take place (i) the day before the start of the race at 18h30 and (ii) the day of the race 5 min before the start. In the case of a team, the 2 participants must be present. The safety instructions will be recalled.

3.2: Only the Organising Committee is authorised to start the race.

3.3: Any participant and/or team that is more than 15 min late to start the race may be disqualified, at the discretion of the Organising Committee.

### **ARTICLE 4: Course**

4.1: Running:



4.1.1: The running course is marked. Participants must follow the marks at all times and must not leave the proposed routes.

4.1.2: Participants of a team must not to be separated more than 15 metres from each other, under penalty of disqualification.

4.1.3: On all the formats, the time of the running event will be stopped by the Organisation Committee following two compulsory time limits to be respected.

4.2: Swimming:

4.2.1: The swimming course is marked from one shore to the other. Participants must follow the marks at all times and must not to leave the proposed trajectory.

4.2.2: Participants of a team must not to be separated more than 15 metres from each other, under penalty of disqualification.

4.2.3: On all the formats, the time of the running event will be stopped by the Organisation Committee following two compulsory time limits to be respected.

4.3: Additional information:

4.3.1: Once the finishing line has been crossed, participants must return the timing chip and the race bib otherwise they will be billed for it.

4.3.2: The organisers reserve the right to interrupt the race if they consider it necessary.

4.3.3: The course is traced in natural and urban environment. The course should be done on foot and in the water, the use of any motorised machine is forbidden.

4.3.4: Participants must respect the environment of the course. It is therefore forbidden to leave the marked routes and to throw waste outside the designated areas for this purpose.

4.3.5: On certain sections, cut offs times will be imposed. Any team missing these cut offs will have their course shortened.

4.3.6: The organisation reserves the right to stop the participant's progress if necessary.

4.3.7: When the event takes place in sections open to road traffic, the present rules are substituted with those from the Highway Code. Participants must comply with the rules of the road.

4.3.8: If a member of a team abandons the race, this will result in the abandon of the entire team.

4.3.9: Any abandon must be reported to one of the members of the organisation.



4.3.10: In the event of an accident, the teammate, if any, must always remain with the injured person while waiting for help. The use of the whistle is exclusively reserved to alert the rescue team.

4.3.11: The organisation reserves the right to stop a participant during the event based on the advice from the medical team or the Organising Committee.

#### **ARTICLE 5: End of the race**

5.1: The stopwatch will be stopped by the Organising Committee at the finish line. For the teams, the simultaneous presence of the 2 participants of the team will be mandatory.

5.2: The timing of the events is measured in hours, minutes and seconds.

5.3: The transition time between the different sections is not counted unless specified otherwise.

#### **ARTICLE 6: Mandatory equipment**

6.1: The individual mandatory equipment comprises:

- race bib (provided by the organisation),
- a pair of swimming goggles,
- an electronic timing chip (provided by the organisation),
- a whistle without ball, always at hand,
- adapted shoes,
- an isothermal wetsuit adapted to temperatures  $\geq 12^{\circ}\text{C}$  if the water temperature is  $< 16^{\circ}\text{C}$ . If the water temperature is  $> 16^{\circ}\text{C}$ , no wetsuit is required.
- a survival blanket.
- for the night format (NIGHT SWIMRUNMAN): a headlamp

On the night format (NIGHT SWIMRUNMAN), the material provided by the organization is:

- An open water swimming safety buoy
- A waterproof LED to be inserted in each safety buoy for swimming parts

6.2: Forbidden material comprises:

- an isothermal wetsuit adapted to temperatures  $\geq 12^{\circ}\text{C}$  if the water temperature is  $> 24.5^{\circ}\text{C}$ .
- Floatation help that is bigger than 100 cm x 60 cm
- Swim fins and snorkel are not allowed

6.3: Any participant who does not have the mandatory equipment described in these rules will not be able start the race. The organisation reserves the right to cancel the participation of a participant who does not comply with this rule. The competitor undertakes to possess the mandatory equipment and to present it at the request of the organizer during the whole event.



6.4: Food/drinks in the checkpoints are supplied by the organisation. Participants are in liquid and solid semi-autonomy.

**ARTICLE 7: Additional information**

7.1: The event is timed.

7.2: Depending on the final time, a ranking will be established. The total race time for each participant/team will be validated only after verification by the Organising Committee.

7.3: All claims concerning the race must be made in writing and sent to the Organising Committee from half an hour after the results are posted.

7.4: The reasons to exclude a participant from the race are the following:

- Any situation in conflict with these rules and/or the safety briefing recommendations on the day of the race;
- Any participant caught outside the authorised areas;
- Failure to comply with the instructions given by the traffic announcers;
- Use of unauthorised means of travel;
- Change of teammate during the race;
- Failure to wear the race bib;
- Failure to comply with the safety rules;
- Failure to comply with the instructions of cleanliness during the course and the reception areas;
- Littering outside the bags provided for this purpose (selective disposal);
- Any behaviour not respecting the sportsmanship;
- Deterioration of public or private property (passage through properties, gardens, crops, plantations, ...);
- In case of exceeding a time limit;
- Delay to start the race;
- Incorrect attitude towards the organisers, non-respect of the population and/or the sites crossed during the race.



## PENALTY TABLE

INFRACTION	DISQUALIFICATION	PÉNALITÉ DE TEMPS (MINI-MAXI)
Abandon de détritius ou de matériel	X	
Attitude anti sportive, falsification, sabotage	X	
Fausse identification d'un participant pendant la course	X	
Non assistance à personne en danger	X	
Utilisation d'un transport non autorisé	X	
Abandon	X	
Passage au point de contrôle non enregistré	X	
Point de contrôle validé hors temps	X	
Equipement obligatoire manquant	X	
Non respect du parcours en dehors des CP	X	
Dossard non conforme, perte de dossard		5min
Comportement dangereux		Entre 10min et 1heure
Non respect d'une consigne de sécurité		Entre 10min et 1heure
Assistance externe		15min
Oubli de la puce électronique		15min
Attitude irrespectueuse envers un membre de l'organisation		1 heure

### ARTICLE 8: Agreement, Insurance and Waiver

8.1: All participants may take out cancellation/postponement option when registering for the Event, as set out in article 2.10 of this document.

8.2: In accordance with the legislation in force, the Organiser has taken out insurance covering the financial consequences of its civil liability, that of its employees and that of all participants in the Event. With regard to the civil liability of the participants, the intervention of this insurance for the latter is limited to the accidents that they could cause during the Event. This guarantee will be provided in addition to or in the absence of other insurance from which the participants may benefit elsewhere. Proof can be provided to any participant on request.





8.3: It is strongly recommended that all participants in the Event, whether or not they are licensed to a sports federation, subscribe, independently of their registration, to an insurance policy guaranteeing the payment of a lump sum in the event of bodily injury (death or permanent disability) due to an accident occurring on the course of the Event. Although optional, it is strongly recommended and may be taken out in addition to or in the absence of insurance of the same type held in particular via a sports licence.

8.4: The Organiser declines all responsibility in the event of damage (theft, breakage, loss, etc.) to the personal property of participants, even if the Organiser is supervising it. The participant, in his or her capacity as owner, expressly agrees to keep custody of these personal belongings during the Event. This includes any damage to the participant's personal belongings while they are left in the locker, which may be set up during the Event by the Organiser. Participants will therefore not be able to claim against the Organiser for any damage caused to their equipment. It is the responsibility of each participant to take out insurance to cover these risks.

8.5: All commitments are personal, firm and definitive, and cannot be reimbursed for any reason whatsoever (non-refundable options) in accordance with Article L221-28 of the French Consumer Code, except under the conditions set out in Article 2.10. The purchase of a race number is considered as a "Leisure benefit". Paragraph 12 of article L221-28 stipulates that "The right of withdrawal may not be exercised for the purchase of leisure services that must be provided on a specific date or at a specific frequency". The same applies to personalised products such as a flocked t-shirt or personalised medal, personalised bib.

8.6: If the Event should be cancelled for any reason beyond the control of the Organiser presenting the characteristics of force majeure as defined by article 1218 of the French Civil Code and by French case law, the latter may propose, depending on the circumstances, compensation such as the substitution by another Event organised by the Organiser or the postponement of the Event. Competitors may not claim any reimbursement whatsoever.

#### **ARTICLE 9: Medical certificate**

9.1: The Organiser entrusts DOKEOP SAS with the management of supporting documents via its application. Its missions to the organizer are to :

- Collecting supporting documents from registered event participants
- Check that these supporting documents comply with the legislation (Code du Sport - article L231-2-1) and the regulations of the federation.
- Regular email reminders to participants who have not yet submitted their supporting documents.
- Communicate the status of each supporting document checked to the event organizer: valid / refused / awaiting document / awaiting validation
- Archive these supporting documents on a secure server

To finalize his registration for a sporting event, the participant receives an email from Dokeop inviting him to submit his application document within a given time limit, the terms of which are set by the event organizer. The use of the application implies the immediate and unconditional acceptance of Dokeop's general terms and conditions.

It must then follow the link to the Application. He is free to create a member account or not. The Application is independent of the Sports Event Registration Platform used by the organizer.



The Participant guarantees the accuracy of the data transmitted and the authenticity of the Supporting Document when it is submitted. In the absence of accuracy and/or authenticity of the Supporting Document, the Participant may not claim against DOKEOP SAS or the Organizer, particularly in the event of an accident occurring during his participation in a sporting event.

DOKEOP SAS reserves the right to refuse any document which it would judge as suspicious and possibly falsified with regard to a bundle of clues. It is reminded in this respect that the production of a false medical certificate constitutes an offence of forgery and use of forgery: article 441-1 of the Penal Code punishes this offence with a penalty of up to three years imprisonment and a 45,000 euro fine.

9.2: A medical certificate is mandatory. It can be written by your doctor on blank paper or by using the form provided on [www.swimrunman.fr/faq](http://www.swimrunman.fr/faq). A French FFTRI competition 2022 license may replace the medical certificate.

9.3: Anyone who registers at SWIMRUNMAN™ must have a valid medical certificate of less than 1-year justifying (i) the "no contraindication to the practice of 'Swimrun' in a competition: prolonged and intense efforts, alternating running and swimming in open water" or (ii) "no contraindication to the practice of sport in competition". Alternatively, they must hold a French FFTRI competition 2022 licence.

9.4: A standard medical certificate can be downloaded from the FAQ tab at [www.swimrunman.fr](http://www.swimrunman.fr).

9.5: By accepting these rules, each participant agrees to have read and understood the different rules in particular:

- To be responsible for his/her health,
- To be in possession of valid personal accident and liability insurance,
- Be responsible for his/her belongings.
- Not to prosecute the organisation.

By ticking this box, the participant and/or the team leader agrees to respect these rules in full.