



1. Personal details

Last Name: First Name:

If different from the name on your travel document

Chosen Last Name: Chosen First Name:

Pronouns: Date of Birth:

Address Information

Street: City:

State/Province: Country/Region:

Contact Information

Email: Phone Number:

Club Affiliation

Status: Affiliated to a Club Unaffiliated

Name of the Club:

Affiliated National Federation:

Emergency Contact Information

Name:

Relationship:

Email: Phone Number:

Accompanying Person Information

Full Name:

Relationship:

An accreditation for one accompanying person will be provided to each competitor, which will be valid during the World Aquatics Swimming World Cup 2023 Berlin (GER) Open Category.

2. Competition Information

Please select the event(s) to enter:

Stroke and Distance		Time	Name of Competition	Location	Date
50m Freestyle	<input type="checkbox"/>				
50m Backstroke	<input type="checkbox"/>				
50m Breaststroke	<input type="checkbox"/>				
50m Butterfly	<input type="checkbox"/>				
100m Freestyle	<input type="checkbox"/>				
100m Backstroke	<input type="checkbox"/>				
100m Breaststroke	<input type="checkbox"/>				
100m Butterfly	<input type="checkbox"/>				
200m Individual Medley	<input type="checkbox"/>				

The entry times must have been achieved within the 10-year period from 7 October 2013 and are subject to verification through the responsible National Federations.

Competition Management reserves the right to limit the number of heats per event based upon the total number of entries and time availability.

Competition Rules and Format

The World Aquatics Swimming World Cup 2023 Berlin (GER) Open Category will be held under the World Aquatics Rules and Regulations in force on 6 October 2023. The competition will be held on a timed-final basis, using up to ten (10) lanes.

Competition Schedule

Saturday, 7 October 13:00 (TBC)	Sunday, 8 October 13:00 (TBC)
100m Butterfly	100m Breaststroke
50m Breaststroke	50m Backstroke
50m Freestyle	50m Butterfly
100m Backstroke	100m Freestyle
	200m Individual Medley

Entry Time Standards

Stroke and Distance	Time
50m Freestyle	26.94
50m Backstroke	30.85
50m Breaststroke	33.74
50m Butterfly	28.53
100m Freestyle	58.08
100m Backstroke	1:06.58
100m Breaststroke	1:13.78
100m Butterfly	1:04.15
200m Individual Medley	2:24.55

If another event is offered besides the above nine, what event(s) would you like to see included in the programme?

Swimwear

Athletes competing in the Open Category are free to use men's or women's swimsuits, provided that they comply with the requirements set out in Article 7 of the [World Aquatics Competition Regulations](#), including ensuring that genitals, buttocks, and breasts are covered.

3. Logistics

Travel and Accommodation

Each participant of the World Aquatics Swimming World Cup 2023 Berlin (GER) Open Category shall be responsible for accommodation and transportation, including airport transfers and ground transportation. Please contact the Local Organising Committee (teams@swcberlin.de) for the accommodation offerings available to the participants.

Please return this form to the World Aquatics Office (opencategory@worldaquatics.com) by **30 September 2023**, along with a copy of your travel document and the completed declaration form attached herein.

Conditions:

- 1. Subject to meeting the applicable eligibility requirements for the category in question, an athlete may compete in the male category or in the female category or in the open category at the World Aquatics Swimming World Cup meet in Berlin 2023. In no circumstances, however, may an athlete compete in more than one of these three categories at the meet.*
- 2. All competitors must complete and return a Declaration Form.*
- 3. World Aquatics reserves the right to review the participation of any competitor in the Open Category event(s), and to impose a restriction on their future participation in events held under World Aquatics Competition Regulations, if it is determined that said competitor has failed to respect the spirit of the Open Category or has acted in a manner that undermines World Aquatics' objectives in creating the Open Category or risks bringing World Aquatics, the sport, and/or the meet into disrepute.*

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 Rules¹, 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. Capture and Use of images / Availability during Events / Creative elements as part of my Participation: In consideration of the acceptance of my participation in the Events, I agree to be filmed, televised, photographed, identified and/or otherwise recorded during the Events. I further agree that my captured or recorded image, together with my name likeness, voice, performance and biographical information, may be used in any way, in any content, format and through any media or technology whether now existing or created in the future, without payment, for the maximum duration permitted by applicable law, by the Event' Organizing Committees, World Aquatics and any entity or company now existing or to be created, which is directly or indirectly controlled by World Aquatics and their affiliates and by third parties authorised by them, notably but not limited to, domestic partners and World Aquatics partners, broadcasters, news media organisations or social media platforms, during and after the Events, for the maximum duration permitted by applicable law, in relation to the preparation, operation, celebration and promotion of the Events, Aquatic Sports and/or World Aquatics and its activities, for commercial and non-commercial purposes, but excluding any use that decidedly or conspicuously creates a direct commercial association between my image and any product or service, without my consent.

In consequence, I agree that World Aquatics shall be sole owner of any intellectual property rights in such content without further authorisation from, or payment or compensation to, me or anyone acting on my behalf, and I hereby assign any rights I may have in respect of such content to World Aquatics. To the extent permitted by applicable laws, I hereby agree to waive or not to exercise any moral rights I may have in respect of such content against Event' Organizing Committees, World Aquatics and any third parties authorised by them.

Moreover, while I note that World Aquatics will take into consideration my needs to rest, train and prepare for the Events, I agree to be reasonably available during the Events for TV/digital/radio interviews, promotional or press photo sessions and press conferences at the dedicated areas.

Finally, if music and other creative elements are part of my participation to the Event, I confirm that I have obtained all rights and authorisations in connection with any such music and creative elements for them to be filmed, televised, photographed, identified and/or otherwise recorded as part of my participation at the Event without any restriction or required payment, compensation or authorisation for Event' Organizing Committees, World Aquatics and its affiliates for their use in accordance with the terms described above in the

¹ World Aquatics Constitution and Rules are available on the World Aquatics website: <https://www.worldaquatics.com/rules>. I may also request a hard copy of the World Aquatics Rules from my Member.

present clause 2. In particular with respect to musical compositions and sound recordings, I confirm that, when obtaining or commissioning it, I have obtained all required authorisations and consents, liked notably to its editing or adaptation to my participation at the Event.

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 belief, 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 to in relation to their 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 Committees 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 Committees and/or World Aquatics.

5. Medical Attention and Treatment at Events: I hereby consent to receive medical treatment deemed necessary by 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 Committees (the "Releasees") or on-site medical staff, if I am injured or requires medical attention during my participation in Events and that I will be afforded the same medical treatment as all other competitors or athletes participating 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 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.

Consequently, to the fullest extent admissible under applicable laws, (i) I irrevocably release the Releasees from any liability for any loss, injury, infectious disease or damage that I, or my property may suffer in relation to my participation in the Events and (ii) notwithstanding the foregoing, in any event where the Releasees are liable for any damages I suffered under the applicable laws, I agree that the Releasees' liability shall be limited to actual and direct damages which are reasonably incurred by me.

The claims defined under this clause are defined under as the "Athlete Claims".

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 Committees 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.²

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 Aquatics³ through my World Aquatics Member. I acknowledge and agree that the effects of my withdrawal of 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 given⁴.

² World Aquatics Privacy Policy is available on the World Aquatics website : www.worldaquatics.com .I acknowledge and agree that it is my personal responsibility to be informed about such policy.

³ To be sent to legal@worldaquatics.com

⁴ 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.

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/

Legal Guardian:

Signature (handwritten):

Date: