



2025 CMAS
PAN-AMERICAN CHAMPIONSHIP
FREEDIVING INDOOR
19th August - 24th August
Ibagué, Colombia



PARTICIPATION FORM (FOR ATHLETES)

Please complete this form and send it to CMAS HQ and Organising Committee by e-mail: appan2025col@gmail.com or hand-deliver it to organizing committee delegate on-site.

Name of the Athlete		Phone No.	
Address		Mobile No.	
Federation		email	

CMAS Statutes and Regulations: By signing off this document, I undertake to respect the statutes, regulations, and directives of the CMAS.

Date and Signature: _____

Insurance: I hereby declare that all the delegation members have valid health insurance for the duration of the stay, which covers the full extent of the consequences of accidents and reimbursement for the costs of treatment and rehabilitation following the accident that may occur during the stay.

Date and Signature: _____

Portraits rights regime: (See Schedule 1)

Date and Signature: _____

Antidoping: I, the undersigned, am responsible for all the delegation members acknowledging *WADA Antidoping Rules* and *CMAS Antidoping Rules*.

- As a voluntary and mandatory commitment, the athletes must obtain the certificate ADEL (insert link of ADLE) before receiving the CMAS licences according to the relevant point in the CMAS Procedures and Obligations.
- The expenses regarding the controls in competition belong to the organisers. In case of eventual supplementary analysis requested by WADA related to the bio-physiology of an athlete as ex ABP (athlete biological passport), the expenses belong to her/ his national federation.

Liabilities: (See Schedule 2)

Date and Signature: _____

Schedules: The Schedules hereto are integral and binding part hereof

Date and Signature: _____



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SCHEDULE 1

IMAGE RIGHTS AND MEDIA RIGHTS

Dated: [*]

I undersigned [name], born on [date] in [place], domiciled at [address], Phone [*], email [*] [name of athlete] do hereby consent in perpetuity, and any objection or request for fee or compensation whatsoever hereby waived and relinquished forever, that any pictures or footages (“**Materials**”) of myself taken by any media production operator contracted by CMAS in the context of CMAS sanctioned sport events, may:

- 1) be used in legitimate educational or informative contexts, and
- 2) be used for any commercial purposes whatsoever, and
- 3) be traded, sold or exchanged.

It is understood that the Materials will always be used in such a manner as to avoid being detrimental to me or implying a dilution of my reputation, image and standing.

In respect to the above, the Undersigned hereby undertakes to hold CMAS, or any of its officials, consultants, affiliates free and harmless from any claims, demands, rights, causes of action (whether legal, equitable or otherwise), that anyone has or may have, for any reason whatsoever and in particular connection with the use or misuse of the Materials.

Furthermore, I do hereby acknowledge that CMAS has been committing enormous efforts and resources to develop its tv platform CMAS.TV for the benefit of all underwater passionate. I hence do hereby acknowledge and accept that all videos, footages, and materials broadcasted via CMAS.TV belong to CMAS only, and are protected by copyright and may not be duplicated, distributed, re-broadcasted, posted on social media, or used in any other manner without the expressed written consent of CMAS.

I also acknowledge and accept that any footages, dynamic or static images of any CMAS event whether intended to be broadcasted on CMAS.TV channel, may not be broadcasted either live or in post-production, disseminated, circulated, or posted via any tv channels, social media channels or profiles by anyone and in any way whatsoever and I shall refrain from any attempt to circumvent CMAS exclusive copyright rights

IN WITNESS WHEREOF, the undersigned [name] has executed this Deed of Waiver and Release as of this [*] day of the month of [month and year].

Name athlete



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SCHEDULE 2

INDEMNITY

I. Effectiveness and extension of the Indemnity

By this document (and notwithstanding the third party cover provided by the organizer of the Event), the ATHLETE acknowledges that he undertakes to enter into this 2025 CMAS PAN-AMERICAN CHAMPIONSHIP FREEDIVING INDOOR “Event”), valid for the 2025 CMAS Freediving World Championship (“Championship”), entirely at his own risk and that neither the Local Organizer FEDECAS or any officer or agent or employee of CMAS, the Local Organizer, nor any individual member of the Event management and sport committees, nor any event Sponsor, nor any other Sponsor of the Event, nor CMAS and any of its officials, including the President, the council members, presidents or members of the commissions, the referees and judges, and the Secretary General (collectively “**CMAS Officials**”), nor any other competitor, nor any lender or hirer of any equipment to be used in connection with any event, nor any owner, tenant, occupier or manager of any land or water space or boats or platforms used in connection with any sea or land operations at the Event, shall be liable directly or indirectly for any loss, death, damage, expense or injury (such loss, damage, expense or injury herein being referred to collectively as “Loss”) incurred sustained or suffered by the ATHLETE as a result of his competing in the Event whatsoever, and in particular but entirely without prejudice to the generality of the foregoing the ATHLETE understands, acknowledges and confirms that no such liability will arise:

1. in respect of any damage or injury being caused to himself or to any person while running his sport activity and performance;
2. in respect of any medical fees or transportation expenses (whether repatriation expenses or otherwise) incurred by the ATHLETE as a result of his competing in the Event.
3. in respect of any such injury, loss or damage arising out of the Event for any reason whatsoever;
4. in respect of such loss sustained by the ATHLETE whilst using (whether before, during or after the event) equipment, or watercraft owned, hired, or supplied by or on behalf of any part, including the Local Organizers and the CMAS;
5. and in order the better to give effect to the foregoing the ATHLETE hereby agrees to indemnify, keep indemnified and save harmless the CMAS, the CMAS Officials, the Local Organizer, any officer or agent or employee of CMAS and of the Local Organizer, the individual members of the Local Organizer, the event Sponsors, any other Sponsors, the Local Organizers, all other athletes and any lender or hirer of any equipment used in connection with the Event against any such Loss.

I undertake to comply with all conditions and rules and regulations set out in CMAS regulations and statutes and Instructions, and/or Briefings and/or Bulletins, Handbook all the requirements issued in respect of the Event by any competent authority including CMAS Officials, as applicable to this Event.

II. Waiver of liability

By signing this Indemnity, the Athlete also waives the application of as well as any claim, right, action or cause of action arising from or anyway connected to his/her participation to the Event, thus holding the Local Organizer, or any officer or agent or employee of the Local Organizer, any individual member of the Event Committee, any event Sponsor, any other Sponsor, the CMAS and the CMAS Officials, free and harmless from each and any consequence in connection thereof.

Name:

Signature: _____

Date:



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III. Summary and confirmation of waivers

I, the Competitor hereby state and guarantee:

- to the best of my knowledge, I am not suffering from any chronic diseases of the cardiovascular system, lungs and breathing apparatus, ears, or suffering of any other diseases that would impede my ability to participate in the freediving sport and therefore in this competition. I furthermore state, that I am not currently on any medication that might influence my performance or pose a health risk under strenuous exercise. Should my physical condition be subject to any negative change in the above sense, I will report to the organization committee of the competition and cease any further diving attempts. I have been fully informed of all aspects of freediving through participation in applicable and accepted courses and seminars. I am fully aware of all risks involved in freediving, including hypoxia, shallow water blackout, blood shift and general barotraumas. I will, without fail, follow all instructions of the organization committee, jury, and the safety personal. This applies to any safety relevant instructions given during the actual diving attempts. I am aware that any failure to follow these instructions may lead to immediate exclusion from the competition
- to have well understood and hence accepted the above provisions and waivers and that
- I am fully aware of the risks associated to my performances in the Event and in any of this kind and expressly represents that:
 - (i) my sportive behavior and performances will be such to avoid injuries and damages to me and any third parties;
 - (ii) I unconditionally accept the provisions of the Indemnity-related clauses as contemplated in Title 1 (Effectiveness and extension of indemnity), Title 2 (Waiver of liability) as well as the waivers and consequence at large that they entail and furthermore represent to have the financial capacity to honor any monetary consequence in respect thereof.

I understand and accept that this waiver is governed by the Laws of Italy and that any controversy arising in connection with this Indemnity all disputes arising from or related to this Agreement will be submitted to arbitration under the Sport-related Rules of Arbitration of the Court of Arbitration for Sport in Lausanne, which shall be deemed to be incorporated by reference into this Clause. It is agreed that:

- (a) there shall be three arbitrators;
- (b) the seat and legal place of the arbitration shall be Lausanne, Switzerland;
- (c) the language of the arbitration shall be English; and

any decision of the arbitrators shall be final and binding and complied with by the parties without delay.

Name:

Signature: _____

Date: