

SWIM RACE WAIVER
PLEASE READ CAREFULLY BEFORE AGREEING TO THIS
ACKNOWLEDGEMENT, WAIVER AND RELEASE FROM LIABILITY
(AWRL).

I acknowledge that a swim event is an extreme test of a person's physical and mental limits and carries with it the potential for death or serious injury. I hereby assume the risks of participating in a swim race. I certify that I am physically fit and have sufficiently trained for participation in this event, and have not been advised against participation by a qualified health professional. I acknowledge that my statements on this AWRL are being accepted by the Clean Lakes Alliance (CLA) in consideration for allowing me to participate in the event.

In consideration for allowing me to participate in this swim race event, I hereby take the following actions: (a) I AGREE that prior to participating in an event I will inspect the race course, facilities, equipment and areas to be used and if I believe they are unsafe I will immediately advise the person supervising the event activity, facility, or area; (b) I waive, release, AND DISCHARGE from any and all claims, losses or liabilities for death, personal injury, partial or permanent disability, property damage, medical or hospital bills, theft, or damage of any kind, including economic losses, which may in the future arise out of or relate to my participating in or my traveling to and from this swim race event event, THE FOLLOWING PERSONS OR ENTITIES: CLEAN LAKES ALLIANCE OR ANY OF ITS MEMBERS, EVENT SPONSORS, RACE DIRECTORS, EVENT PRODUCERS, VOLUNTEERS, ALL STATES, CITIES, COUNTIES, OR LOCALITIES IN WHICH EVENTS OR SEGMENTS OF EVENTS ARE HELD, AND THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS OF ANY OF THE ABOVE, EVEN IF SUCH CLAIMS, OMISSIONS OR LIABILITIES ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE PERSONS I AM HEREBY RELEASING OR ARE CAUSED BY THE NEGLIGENT ACTS OF OMISSIONS OF ANY OTHER PERSON OR ENTITY; (c) I ACKNOWLEDGE that there may be boat traffic or persons on the course route, and I ASSUME THE RISK OF SWIMMING in public waters. I also ASSUME ANY AND ALL OTHER RISKS associated with participating in this even including by not limited to falls, contact and/or effects with other participants, effects of weather including heat and/or humidity, defective equipment, the condition of the lake or lake bed, water hazards, contact with other swimmers or boats, and any hazard that may be posed by spectators or volunteers. All such risks being known and appreciated by me, I further acknowledge that these risks include risks that may be the result of the negligence of the persons or entities mentioned above in paragraph (b) or of other persons entities. (d) I AGREE NOT TO SUE any of the persons or entities mentioned above in paragraph (b) for any of the claims, losses or liabilities that I have waived, released or discharged herein. (e) I INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned above in paragraph (b) from any and all claims made or liabilities assessed against them as a result of (i) my actions or inactions (ii) the actions, inactions, or negligence of others including those parties hereby indemnified (iii) the conditions of the facilities, equipment or areas where the event or

activity is being conducted (iv) any other harm caused by an occurrence related to the event and (f) I GRANT PERMISSION for the use of my name and/or likeness relating to my participation in a Clean Lakes Alliance event and I WAIVE all rights to any future compensation to which I may otherwise be entitled as a result of the use of my name or likeness. I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THE DOCUMENT AND I UNDERSTAND ITS CONTENTS.

PRINT NAME: _____

SIGNATURE: _____ DATE: _____

PERSON UNDER 18 YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST THE SIGN THE ABOVE AWRL AND COMPLETE THE FOLLOWING SECTION.

The undersigned _____ (parent/guardian) the parent and natural guardian of _____ (minor's name) hereby acknowledges that he/she has executed the forgoing AWRL for and behalf of the minor named herein. As the natural or legal guardian of such a minor I hereby bind myself, the minor and our executors ADMINISTRATORS, heirs, next of kin, successors, and assigns to the terms of the foregoing AWRL. I represent that I have the legal capacity and authority to act for and on behalf of the minor named herein, and I agree to indemnify and hold harmless the persons or entities mentioned in the foregoing AWRL for any made or liabilities assessed against them as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the minor in the execution of the foregoing AWRL or in the execution of this consent.

I hereby authorize any lifeguard, licensed physician, emergency medical technician, hospital or other medical or health care facility ('Medical Provider') to treat the minor named herein for the purpose of attempting to treat or relieve any injuries received by said minor arising out of or relating to this swim event. I authorize any such Medical Provider to perform all procedures deemed medically advisable in attempting to treat or relieve such injuries and any related conditions of said minor that may be encountered during the course of attempting to treat or relieve such injuries. I consent to the administration of anesthesia as deemed advisable during the course of such treatment. I realize and appreciate that there is a possibility of complications and unforeseen consequences in any medical treatment, and I assume any such risk for and on behalf of myself and said minor. I acknowledge that no warranty is being made as to the result of any medical treatment. NOTE: Parent/Guardian must also sign AWRL above.

PARENT/GUARDIAN RELATIONSHIP TO MINOR _____

SIGNATURE _____ DATE _____