**2013 Charles River Swim Registration**

Name of the swim: Charles River One-Mile Swim

Length of swim: 1 mile

Date of the swim: Saturday, June 1, 2013 with a rain date of Sunday, June 16, 2013  
Where the swim takes place: River Dock on Charles River Esplanade (near the Hatch Shell), Boston, MA

Cost: $30 by 3/31, $35 by 4/30, $45 by 5/25

Name:

E-mail address:

Phone #:

Birth date:

Age:

Gender:

Mailing address:

USMS # (if already a member):

Estimated swim time (40 min max):

Emergency contact name:

Emergency contact phone #:

Wetsuit (yes or no):

Liability Releases:

“I, the undersigned participant, intending to be legally bound, hereby certify that I am physically fit and have not been otherwise informed by a physician. I acknowledge that I am aware of all the risks inherent in Masters swimming (training and competition), including possible permanent disability or death, and agree to assume all of those risks. AS A CONDITION OF MY PARTICIPATION IN THE MASTERS SWIMMING PROGRAM OR ANY ACTIVITIES INCIDENT THERETO, I HEREBY WAIVE ANY AND ALL RIGHTS TO CLAIMS FOR LOSS OR DAMAGES, INCLUDING ALL CLAIMS FOR

LOSS OR DAMAGES CAUSED BY THE NEGLIGENCE, ACTIVE OR PASSIVE, OF THE FOLLOWING: UNITED STATES MASTERS SWIMMING INC., NE-LMSC, THE CLUBS, HOST FACILITIES, MEET SPONSORS, MEET COMMITTEES OR ANY INDIVIDUALS OFFICIATING AT THE MEETS OR SUPERVISING SUCH ACTIVITIES. In addition, I agree to abide by and be governed by the rules of USMS. Finally, I specifically acknowledge that I am aware of all the risks inherent in open water swimming and agree to assume those risks.”

**Charles River One-Mile Swim**

**Waiver and Release of Liability (“WRL”)**

By signing below, I represent that I fully understand the risks related to my association with and/or participation in the Charles River One-Mile Swim (the “Event”) and that I have read, understand, and agree to the terms of this Waiver and Release of Liability (“WRL”). I understand that I am being allowed to participate in the Event in consideration of my agreement to the terms of this WRL and in reliance on the truth of all of my statements and representations regarding my participation in the Event, including those made in this WRL, my application or otherwise.

**1. Certification of Eligibility; Understanding of the Risks**. If I am participating in the Event as a swimmer, I represent that: (i) I am physically fit and have not been advised otherwise by a health or medical professional; (ii) I have sufficiently and appropriately trained for my participation in the Event; (iii) I fulfill the requirements listed for this Event; and (iv) I understand and accept that this athletic event is an extreme test of a person's physical and mental limits and carries a potential for death, serious injury, illness, and temporary or permanent disability. Whether I am participating in the Event as a swimmer and/or volunteer, I acknowledge that I am aware of all of the risks inherent in open water swimming (training and competition) and boating. The risks of participating as a swimmer or volunteer in the Event include, but are not limited to, those caused by the water, terrain, facilities, amenities, supplies, temperature, weather, condition of participants, lack of hydration, boats, equipment, vehicular traffic, or the actions of other people, including but not limited to participants, volunteers, spectators, coaches, event officials, event monitors, and/or producers or sponsors of the event. I understand that the risks include property damage, theft or loss. I hereby assume the risks of participating in this Event.

2. **Waiver, Release and Discharge**. I hereby agree to forever waive, release and discharge Charles River Swimming Club Inc., the Commonwealth of Massachusetts, Charles River Esplanade Association, City of Boston, Event organizers, exhibitors and sponsors, and the directors, officers, shareholders, employees, volunteers, contractors, suppliers, representatives, agents and affiliates of any of the foregoing, from any and all liability whatsoever in connection with my participation in, presence at, or association with the Event, including without limitation, any claims, actions, costs or expenses of any kind arising in connection with my death, disability, personal injury, property damage, theft or loss.

3. **Indemnity**. I hereby indemnify all of the entities or persons listed in Paragraph 2 above from any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys’ fees) resulting from or arising out of or in connection with my negligence, willful misconduct, misrepresentations, fraud, or violation of race rules, this WRL, or any applicable law, ordinance or regulation.

4. **Consent to Medical Treatment**. I hereby consent to receive, and authorize Event representatives and medical personnel to provide, first aid and medical treatment which may be deemed advisable in the event of injury, accident or illness during this Event.

5. **Compliance with Event Rules**. I agree to abide by all rules of the Event and the rules and regulations of the United States Masters Swimming and the Charles River Swimming Club, Inc., which have been provided to me, including without limitation, those governing pollution, self promotion, conduct and race course time limitations.

6. **Consent to Use Image; Ownership of Copyright**. I hereby grant full permission to Charles River Swimming Club Inc., the Commonwealth of Massachusetts, Charles River Esplanade Association, City of Boston, Event organizers, exhibitors and sponsors, to use photographs, videotapes, motion pictures, recordings, and any other record of this Event for any purpose whatsoever. I understand that the Charles River Swimming Club, Inc. or its designee holds all copyright rights to photographs, videotapes, motion pictures, recordings, and other records of this Event. Any reproduction or use of this material without the written consent of the Charles River Swimming Club, Inc. is forbidden.

This WRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. If any provision is deemed unenforceable by a court of competent jurisdiction, such provision or unenforceable portion thereof shall be deemed deleted and reformed to the maximum legally enforceable extent to achieve the intent of the original provision.

THE CHARLES RIVER SWIMMING CLUB AND ITS RACE DIRECTOR(S) RESERVE THE RIGHT TO CHANGE THE COURSE OR CANCEL THE RACE IN ACCORDANCE WITH THE RACE POLICIES STATED ON THE WEBSITE, IF, IN THEIR SOLE DISCRETION, WEATHER CONDITIONS, ACTS OF GOD, OR UNFORESEEN CIRCUMSTANCES SO WARRANT.

**BY SIGNING BELOW, I CERTIFY THAT I HAVE READ, UNDERSTAND, AND ON BEHALF OF MYSELF, MY EXECUTORS, ADMINISTRATORS, HEIRS, NEXT OF KIN, SUCCESSORS AND ASSIGNS, AGREE TO BE BOUND BY, THE TERMS OF THIS WRL.**

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LAST NAME (please print) FIRST NAME AGE GENDER DATE OF BIRTH

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EMERGENCY CONTACT AND PHONE NUMBER

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SIGNATURE DATE