All sign-ups will be accepted through Swamthat.com in digital format, there will not be a paper form used. Within the frame of the website application will also be the following indemnifying the website itself. That form is below as well. Please see all below, this is everything that I have for the event.

DNR approval has been granted to hold a swimming race in Emerson Bay on 09/14/14.

Emerson bay is a wind protected bay near the southern tip of west Lake Okoboji. Depth is 30 feet, expected temperature is 75 degrees.

Races available are 2.5K, 5K, 7.5K, and 10K. Cost $40, $45, $50, $55 respectively.

Kayak Spotter required for each swimmer – must be provided or arranged for by the swimmer.

Individual Kayakers are solely responsible for their swimmer. They will carry all nutritional needs and an additional life jacket.

Corners will be marked with 4 foot orange buoys with smaller center buoys for the two long sides.

Course dimensions will total 2.5K, side one will be 1150 meters, side two 250 meters, side three 1000 meters.

Course will be swam counter clockwise

Different color caps will be provided for each race type.

7.5K, 10K – 7:00AM Start time

5K – 7:10AM Start Time

2.5K – 7:20AM Start Time

Age grouping

6 & Up, 19-24, 25-29, 30-34, 35-39, 40-44. 45-49, 50-54, 55-59, 60-64, 65-69, 70-74, 75-79, 80-84, 85+

Awards provided for top three Male and Female participants in each age group within each race type.

Awards also provided for personal records, you must let us know about it.

Safety – Course will be patrolled by Dive and Rescue.

Directions;

Emerson Bay State Recreation

3100 Emerson St

West Okoboji IA 51351

 I have provided the approximate course details below.

Buoy locations will be near the following points providing a total coarse distance of 2.5K.

43.35670, -95.174689

43.3636, -95.16366

43.36456, -95.167822



Same info in application format:

Name: Arlo Lorenz

 Email: Swamthat@yahoo.com

 Name of Event: Swam That 2.5K, 5K, 7.5K, 10K

 Name of Host: Swam THat LLC

 Event Location: Emerson Bay State Recreation

 Event Date: 09/14/14

 Event Address: 3100 Emerson St

 Event City: West Okoboji

 Event Zip: 51351

Distance of Races

Race 1: 2.5K

 Race 2: 5K

 Race 3: 7.5K

 Race 4: 2.5K

 Race 5:

 Age Groups Participating:

 Open Masters: 6 & Up, 19-24, 25-29, 30-34, 35-39, 40-44, 45-49, 50-54, 55-59, 60-64, 65-59, 70-74, 75-79, 80-84, 85+

 Name of Medical Director: Okoboji Fire and Rescue

 Phone: (712) 332-5260

 Email: apofire@hotmail.com

 List Qualifications: EMT, Dive rescue

Key Personnel

Safety Director: Sarah Lorenz

 Cell Phone: 402-238-5544

 Home Phone: 402-201-6729

 Email: swamthat@yahoo.com

Pre-Race Meeting (Required)

Details about Safety Meeting: Three meetings will be held, one for the kayak spotters, one for race volunteers, and the last for the swimmers.

Event Plan

Describe Venue Emerson bay is

 Describe Course Sheltered from wind, 30 foot max depth

 Number of Buoys: 3 Buoys (triangle)

 Expected Water Temp: 75

 Course type: Triangular

 Course direction: Counterclockwise

 How is course marked? Buoys 3 turn, 2 center on long sides

 Turn Buoys Height: 4 foot

 Color: Orange

 Feeding Station Available: No

 If yes, where: Kayaker responsibility

 Describe Race Start: In Water

 Describe Race Finish: Onshore

Medical Personnel

Name of Medical Personnel: Pending – Okoboji Fire and Rescue

 Type: EMT

 Experience in pool or open water events/triathlons: Yes

 Describe Onsite Medical Care; Boat mounted center course

First Responders

Number and qualifications of the first responders: open water experience

 Dive and Rescue

 EMT – First responder

Racing Procedures

Describe method of athlete body numbering: 110 Cap

 Describe method of timing, if any: Stop watches

 Describe different swim cap colors for the various age groups/genders/heats: Each distance will have thier own brightly colored cap provided by Swamthat

 Describe warm-up and warm-down areas: Just off shore

Starting Method

Describe starting method: Voice

 Number of Referees 2

 Position of referees Beachfront, Kayak

 Describe methods to inform athletes of infractions: Whistle

Communications

Primary method between Officials and Safety Personnel: Cell Phone

ATHLETIC WAIVER AND RELEASE OF LIABILITY

READ BEFORE SIGNING

1) The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

2) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,

3) I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,

4) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Swam That LLC, Swamthat.com their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (“RELEASEES”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

5) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, The applicant shall indemnify and save harmless the Department of Natural Resources and all its officers and agents from claims or liability of any character arising out of any acts or omission, neglect, or misconduct on the part of the applicant, his representatives, or his employees. WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

6)“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., THE LOCAL MASTERS SWIMMING COMMITTEES, THE CLUBS, HOST FACILITIES, MEET SPONSORS, MEET COMMITTEES, OR ANY INDIVIDUALS OFFICIATING AT THE MEETS OR SUPERVISING SUCH ACTIVITES. In addition, I agree to abide by and be governed by the rules of USMS.”

6. Applicable Law; Consent to Jurisdiction.

Swam That LLC, Swamthat.com (excluding linked sites) are controlled by Swam That LLC, Swamthat.com from its offices within the State of Iowa, United States of America. By completing this event sanctioning and/or membership registration, both you and the Swam That LLC, Swamthat.com agree that the statutes and laws of the State of Iowa, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event sanctioning and/or membership registration, this Agreement and Waiver, the Terms of Use or other use of Swam That LLC, Swamthat.com sites. You agree that exclusive jurisdiction for any dispute with the Swam That LLC, Swamthat.com in the courts of the State of Iowa and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Iowa in connection with any dispute including any claim involving Swam That LLC, Swamthat.com or their affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

Swam That LLC, Swamthat.com (excluding linked sites) are controlled by Swam That LLC, Swamthat.com from its offices within the State of Nebraska, United States of America. By completing this event sanctioning and/or membership registration, both you and the Swam That LLC, Swamthat.com agree that the statutes and laws of the State of Nebraska, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event sanctioning and/or membership registration, this Agreement and Waiver, the Terms of Use or other use of Swam That LLC, Swamthat.com sites. You agree that exclusive jurisdiction for any dispute with the Swam That LLC, Swamthat.com in the courts of the State of Nebraska and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Nebraska in connection with any dispute including any claim involving Swam That LLC, Swamthat.com or their affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE SIGNED:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Participant's Signature)

FOR PARTICIPANTS OF MINORITY AGE

(UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE SIGNED:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Parent/Guardian Signature)

Emergency Phone Number:\_(\_\_\_\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This signed waiver/release should will be kept on file by Swam That LLC for at least 7 years or possibly longer if the player has been involved in a serious injury.

Swam That LLC, Swamthat.com Agreement and Waiver

SWAM THAT LLC, SWAMTHAT.COM (this “Agreement and Waiver”)

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY, AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS. BY PROCEEDING WITH REGISTERING FOR THE EVENT, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE CAREFULLY READ AND FULLY UNDERSTOOD THE AGREEMENT AND AGREE TO THE TERMS SET FORTH BELOW.

In consideration of being permitted to register and/or participate in, including without limitation by observing, the activities for which you are registering (the “Event”), on behalf of yourself and any personal representatives, assigns, heirs, executors, successors and next of kin, you understand, agree, warrant and covenant as follows:

1. Authority to Register and/or to Act as Agent. You represent and warrant to Swam That, LLC (“Swamthat.com”) that you have full legal authority to complete the registration for the Event, including this Agreement and Waiver, on behalf of yourself and/or any party for whom you are registering (the “Registered Parties”), including full authority to make use of the credit or debit card to which registration fees will be charged. As used in this Agreement and Waiver, (a) “Swamthat.com” means and includes Swam That, LLC, its partners, licensors, and any and all subsidiaries, affiliated entities, or entities that control, are controlled by, or are under common control with Swamthat.com singly or together and its and each of their officers, employees, contractors, subcontractors and agents and each of their agents, representatives, successors and assigns; and (b) “you” or “your” means and includes you (as an individual) and all other Registered Parties for whom you are registering, and by virtue of agreeing to this Agreement and Waiver, for whom you are waiving certain rights.

If you are registering a child under the age of 18 or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this Agreement and Waiver on their behalf and by proceeding with registration for the Event, you agree that the terms of this Agreement and Waiver shall apply equally to all of the Registered Parties. To the extent permitted by law, each person agreeing to this Agreement and Waiver for him/herself and/or on behalf of another Registered Party (including, without limitation, any minor) agrees to indemnify, defend, and hold Swam That, LLC harmless from any liability, claim, demand, cause of action, damage, loss, or expense (including court costs and reasonable attorneys’ fees) of any kind or nature (each, a “Liability” and collectively “Liabilities”) in the event the Liability arises because a Registered Party is found by a court of competent jurisdiction to not be bound by the terms and conditions of this this Agreement and Waiver. In addition, if, despite this Agreement and Waiver, any of the Registered Parties makes a claim against Swam That, LLC, you agree, immediately upon request or demand by Swam That, LLC, to defend, indemnify and hold Swam That, LLC harmless from all Liabilities which may be incurred as the result of such claim.

 2. ASSUMPTION OF RISK. IN CONSIDERATION OF THE ACCEPTANCE OF YOUR REGISTRATION AND PARTICIPATION IN THE EVENT, YOU ASSUME FULL AND COMPLETE RISK AND RESPONSIBILITY FOR ANY INJURY OR ACCIDENT WHICH MAY OCCUR DURING THE EVENT, WHILE YOU ARE ON THE PREMISES OF THE EVENT, OR WHILE YOU ARE TRAVELING TO OR FROM THE EVENT. YOU UNDERSTAND THAT PARTICIPATING IN THE EVENT IS HAZARDOUS, AND THAT YOU SHOULD NOT ENTER AND PARTICIPATE UNLESS YOU ARE MEDICALLY ABLE AND PROPERLY TRAINED. YOU ACKNOWLEDGE AND AGREE THAT THE EVENT MAY BE HELD OVER PUBLIC ROADS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. YOU ALSO ACKNOWLEDGE AND AGREE THAT PARTICIPATION IN THE EVENT CARRIES WITH IT CERTAIN INHERENT RISKS AND DANGERS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM RISK OF MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING PERMANENT DISABILITY AND DEATH. YOU ARE AWARE OF AND ASSUME ALL RISKS ASSOCIATED WITH PARTICIPATING IN THE EVENT, INCLUDING WITHOUT LIMITATION RISKS OF PERMANENT INJURY OR DEATH DUE TO FALLS, OBSTACLES, CONTACT WITH OTHER PARTICIPANTS, ACTS OR OMISSIONS OF OTHER PARTICIPANTS, EFFECT OF WEATHER, TRAFFIC AND CONDITIONS OF ANY ROAD.

3. Representations. You represent and warrant that you are in good physical condition, are able to safely participate in the Event and have no medical condition that would make your participation in the Event more hazardous. You consent to medical care and transportation in order to obtain treatment in the event of injury to you and understand that this Agreement and Waiver extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury. You understand that no medical care may be available, but if it is, you assume liability for any and all medical expenses incurred as a result of your participation in the Event, including, but not limited to ambulance transport, hospital stays, physician, and pharmaceutical goods and services. You agree to observe and obey all posted rules and warnings, to follow any instructions or directions provided to you by Swam That, LLC or the Event organizer and to abide by any decision of any Event official relative to your ability to safely participate in or attend the Event. You understand and agree that you are expected to exhibit appropriate behavior at all times while at the Event and to obey all local, state and federal civil and criminal laws while participating in or attending the Event. This includes, generally, respect for other people, equipment, facilities or property. You agree that Event officials may dismiss you, without refund, should your behavior endanger the safety of or negatively affect the Event. You understand and agree that neither Swam That LLC nor the Event organizer is responsible for any personal item or property that is lost, damaged or stolen at the Event. You understand and agree that the Event organizer reserves the right to cancel the Event in the event of weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots or for any reason that would affect the safety and security of Event participants and spectators. In the event of such cancellation or any other cancellation for any reason, there will be no refund of your payment unless authorized and paid by the Event organizer.

4. Use of Likeness. You hereby grant Swam That, LLC and the holder of the Event permission to record your voice and photograph you in conjunction with the Event. You understand and agree that the term "photograph" as used herein encompasses both still photographs and video recordings. You further grant Swam That, LLC and the holder of the Event full unrestricted rights to the use of your photograph, voice, and likeness in any form, including edited versions, in or over any medium including without limitation streaming audio and/or video over the internet, broadcast, cable, satellite transmissions, and media that are unknown at this time, worldwide for any purpose including without limitation any commercial purpose.

 5. RELEASE AND WAIVER OF LIABILITY. YOU HEREBY WAIVE, RELEASE, COVENANT NOT TO SUE AND FOREVER DISCHARGE SWAM THAT LLC AND ALL OTHER PERSONS ASSOCIATED WITH THE EVENT, FOR ALL LIABILITIES, CLAIMS, ACTIONS, OR DAMAGES THAT YOU MAY HAVE AGAINST THEM ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR REGISTRATION AND/OR PARTICIPATION IN THE EVENT, INCLUDING WITHOUT LIMITATION ANY LIABILITIES, CLAIMS, ACTIONS, OR DAMAGES CAUSED BY NEGLIGENCE OF THE ABOVE PARTIES (INCLUDING ANY NEGLIGENT RESCUE ATTEMPT), THE ACTION OR INACTION OF ANY OF THE ABOVE PARTIES, OR OTHERWISE.

 SWAM THAT, LLC SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SWAM THAT, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE SWAMTHAT.COM, PRODUCTS OR SERVICES; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SWAMTHAT.COM; (C) YOUR PARTICIPATION IN ANY PROMOTION OR PROGRAM COORDINATED BY SWAM THAT, LLC; (D) PERSONAL INJURY NOT CAUSED BY SWAM THAT LLC’S GROSS NEGLIGENCE; (E) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (F) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SWAMTHAT.COM; (G) ANY OTHER MATTER RELATING TO THE SWAMTHAT.COM, OR SWAM THAT LLC PRODUCTS OR SERVICES; OR (H) YOUR PARTICIPATION IN THE EVENT. YOU AGREE THAT SWAM THAT, LLC’S MAXIMUM LIABILITY TO YOU, FOR ANY REASON OR CAUSE WHATSOEVER, SHALL NOT EXCEED THE TOTAL AMOUNT OF MONIES RECEIVED BY SWAM THAT, LLC FROM YOU.

6. INDEMNITY. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SWAM THAT, LLC AND ALL OTHER PERSONS ASSOCIATED WITH THE EVENT, FROM ALL LIABILITIES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) YOUR PARTICIPATION IN THE EVENT, INCLUDING WITHOUT LIMITATION ANY LIABILITY CAUSED BY NEGLIGENCE (INCLUDING ANY NEGLIGENT RESCUE ATTEMPT), THE ACTION OR INACTION OF SWAM THAT LLC, (B) YOUR USE OF SWAM THAT LLC, OR (C) ANY VIOLATION BY YOU OF ANY TERMS OF THIS AGREEMENT AND WAIVER AND/OR THE TERMS OF SERVICE.

 7. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF SWAM THAT, LLC’S SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. SWAM THAT, LLC MAKES NO WARRANTY THAT THE SWAM THAT LLC SITES’ SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR FREE. SWAM THAT LLC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SWAM THAT LLC DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY INFORMATION IN, OR PROVIDED IN CONNECTION WITH, THE SWAMTHAT.COM. SWAM THAT, LLC IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS, OR FOR THE RESULTS OBTAINED FROM THE USE OF SUCH INFORMATION.

8. Swam That LLC, Swamthat.com (excluding linked sites) are controlled by Swam That LLC, Swamthat.com from its offices within the State of Nebraska, United States of America. By completing this event sanctioning and/or membership registration, both you and the Swam That LLC, Swamthat.com agree that the statutes and laws of the State of Nebraska, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event sanctioning and/or membership registration, this Agreement and Waiver, the Terms of Use or other use of Swam That LLC, Swamthat.com sites. You agree that exclusive jurisdiction for any dispute with the Swam That LLC, Swamthat.com in the courts of the State of Nebraska and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Nebraska in connection with any dispute including any claim involving Swam That LLC, Swamthat.com or their affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

9. Severability. You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by applicable law, and if any provision of this Agreement and Waiver is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement and Waiver (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement and Waiver shall be deemed amended accordingly.

 BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU AND ALL REGISTERED PARTIES ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE AGREEING TO THIS AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.