



## PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

For and in consideration of United States Masters Swimming, Inc. ("USMS") allowing me, the undersigned, to participate in any USMS sanctioned or approved activity, including swimming camps, clinics, and exhibitions; learn-to-swim programs; swimming tryouts; fitness and training programs (including dryland training); swim practices and workouts (for both pool and open water); pool meets; open water competitions; local, regional, and national competitions and championships (both pool and open water); and related activities ("Event" or "Events"); I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

- I hereby certify and represent that (i) I am in good health and in proper physical condition to participate in the Events; and (ii) I have not been advised of any medical conditions that would impair my ability to safely participate in the Events. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Events.
- I acknowledge the inherent risks associated with the sport of swimming. I understand that my participation involves risks and dangers, which include, without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and death (from drowning or other causes); loss of or damage to personal property and equipment; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with natural or manmade objects; dangers arising from adverse weather conditions; imperfect water conditions; water and surface hazards; facility issues; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Events, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses that I incur as a result of my participation in any Events.
- I agree to be familiar with and to abide by the Rules and Regulations established by USMS, including any safety regulations. I accept sole responsibility for my own conduct and actions while participating in the Events.
- I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: USMS, its members, clubs, workout groups, event hosts, employees, and volunteers (including, but not limited to, event directors, coaches, officials, judges, timers, safety marshals, lifeguards, and support boat owners and operators); the USMS Swimming Saves Lives Foundation; USMS Local Masters Swimming Committees (LMSCs); the Event organizers and promoters, sponsors and advertisers; pool facility, lake and property owners or operators hosting the Events; law enforcement agencies and other public entities providing support for the Events; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees, and volunteers (individually and collectively, the "Released Parties"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys' fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.
- I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns), acknowledge that I have signed this Agreement without any inducement, assurance, or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements, or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Last Name	First Name	MI	Sex (circle) M      F	Date of Birth (mm/dd/yy)
Street Address, City, State, Zip				
Signature of Participant				Date Signed

**2015 SKANEATELES MASTERS MEET**  
**FUNDRAISER FOR THE AUBURN YMCA STINGRAYS AGE GROUP TEAM**

Sanctioned by the Niagara District Masters Swimming for USMS Inc. #045-S002

**Date:** Sunday January 11th, 2015. Warmups start at 8:30 AM. Meet Starts at 9:30 AM

**Facility:** Mary H. Soderberg Aquatic Center at the Skaneateles YMCA and Community Center.

The Pool is an 8 lane electronically timed pool with non-turbulent lane lines. There is a separate leisure pool for continuous warmup. (The length of the competition course without a bulkhead is in compliance and on file with the USMS in accordance with articles 105.1.7 and 107.2.1)

**Location:** Skaneateles YMCA and Community Center, 97 State St. Skaneateles, NY (County Route 321)

Website: auburnymca.org/Skaneateles

**Eligibility:** Open to all USMS and MSC registered swimmers age 18 and older as of January 11, 2015

2015 One Day Registration is available for this meet.

**Fees:** \$20 for registered members of USMS. This includes 5 individual events and 2 relays. \$25 for One-Event registrants. This includes 3 individual events and the One-Event registration fee.

**Check In:** Check in required for relays and the 500 Free. Events will be mix seeded. (male and female) from slowest to fastest.

**Timed finals for all events. Relays may be deck entered. No other deck entries will be accepted.**

***WARM UP 8:30 AM TO 9:30 AM, NO DIVING; CIRCLE SWIMMING PLEASE. ONE WAY SPRINTS IN LANE 1 AND 8 FROM 9 TO 9:30 AM***

***ENTRIES MUST BE RECEIVED BY JANUARY 8TH, 2015. AND INCLUDE THE FOLLOWING:*** PHOTOCOPY OF USMS REGISTRATION (ONE-EVENT REGISTRATION CAN BE COMPLETED AT THE MEET), CHECK FOR FEES MADE OUT TO THE AUBURN STINGRAYS, SIGNED WAIVER (attached).

**PLEASE FILL IN ENTRIES AND SWIMMER INFO ON THE ATTACHED PAGE.**

***SEND ENTRIES TO:*** AUBURN YMCA ATTENTION JOHN DALZIEL/AUBURN STINGRAYS  
27 WILLIAM ST. AUBURN, NY 13021.

REGISTRATION: jdalziel77@gmail.com

INQUIRIES

Keep this page for your information

*Please make sure to sign and include the attached participant waiver from US Masters Swimming and copy of your USMS card*

NAME: \_\_\_\_\_ AGE \_\_\_\_\_ SEX \_\_\_\_\_ DOB \_\_\_\_\_

USMS/MSJ # \_\_\_\_\_ Workout Group (WHERE YOU PRACTICE) \_\_\_\_\_

PHONE # \_\_\_\_\_ CLUB (FROM YOUR USMS CARD) \_\_\_\_\_

ADDRESS \_\_\_\_\_

EMAIL \_\_\_\_\_

<u>EVENT#</u>	<u>EVENT NAME</u>	<u>SEED TIME</u>
1	200 MEDLEY RELAY	_____
2	200 FREE	_____
3	100 IM	_____
4	100 BACK	_____
5	50 FREE	_____
6	200 FLY	_____
7	100 BREAST	_____
8	400IM	_____
9	25 FREE (NON CONFORMING EVENT)	_____
<b>**10 MINUTE BREAK*****</b>		
10	200 FREE RELAY	_____
11	100 FLY	_____
12	50 BACK	_____
13	100 FREE	_____
14	200 IM	_____
15	50 BREAST	_____
16	200 BACK	_____
17	50 FLY	_____
18	200 BREAST	_____
19	500 FREE	_____