

2015 Nickel City Splash Winter Whiteout

Sunday, January 18, 2015 Sanction #: 045-S001

Hosted by Nickel City Splash Masters Swim Team

Sanction: Sanctioned by Niagara District Masters Swimming

Location: Alumni Arena Pool located on University at Buffalo's North Campus. If using a GPS, enter "University at Buffalo Flint Entrance, Amherst, NY 14260". The facility is a 16-lane 50 meter by 25 yard venue with separate diving well. *The length of the competition course is not on file with USMS. Eligibility of times achieved in this meet will be contingent upon pool length measurement and approval with USMS; if bulkheads are present, their placement must also be confirmed by measurements at the meet in accordance with articles 105.1.7 and 107.2.1.* The competition will take place in eight short course yards lanes. Separate warm-up space will be available throughout the duration of the meet.

Time: Warm-up begins at 9:00 am. Meet begins at 10:00 am.

Meet Director: Lauren Baisden, 91 Alumni Arena Buffalo, NY 14260
lbaisden@buffalo.edu
(716) 645-3849

Eligibility: Open to all currently registered USMS/MSC swimmers 18 years of age and older as of January 18, 2015. Registration can be completed at <http://www.usms.org/reg/>. Same-day USMS registration will **not** be offered or accepted.

Fees: Each swimmer must pay a \$25 entry fee.

Entries: Each swimmer may enter up to five individual events and two relays. All entries must be postmarked by January 11, 2015. No deck entries will be accepted with the exception of relays.

Events: Events will be swum slowest to fastest. All swimmers must check-in upon arrival, and positive check-in is required for the 500 Freestyle (by 9:30am), 1000 Freestyle, and 1650 Freestyle (by 11:00pm). Swimmers may enter the 1000 Freestyle *or* the 1650 Freestyle but NOT both. Relays will be deck-seeded and must be entered by the start of the 200 butterfly. Men's and Women's heats may be combined. Awards will be given for 1st, 2nd, and 3rd place finishes in individual events.

Entry Procedure: Please send completed entry form, a photocopy of your USMS/MSC registration, signed waiver, and a check or money order made payable to **UB Foundation** to the Meet Director at the address listed above. All entries must be postmarked by January 11, 2015.

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NAME _____ USMS/MSC # _____

ADDRESS _____

SEX _____ AGE _____ D.O.B. _____ PHONE _____

E-MAIL _____

Include copy of USMS/MSC card and check for \$25 to UB Foundation

Event #	Event Name	Seed Time
1	500 Freestyle	
2	200 Butterfly	
3	100 Breaststroke	
4	50 Freestyle	
5	200 Medley Relay	DECK SEED
6	200 Backstroke	
7	100 Butterfly	
8	100 Individual Medley	
9	200 Breaststroke	
10	200 Individual Medley	
11	50 Butterfly	
12	200 Freestyle	
13	100 Backstroke	
14	50 Breaststroke	
15	200 Freestyle Relay	DECK SEED
16	400 Individual Medley	
17	100 Freestyle	
18	50 Backstroke	
19	1000 Freestyle	
20	1650 Freestyle	



**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");

1. 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.
2. 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.
3. 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.
4. 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.
5. 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	

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Revised 07/01/2014