



# 10th Annual Swim & Fin--Salem Harbor Open Water Races

August 29, 2015 – 10 am

Forest River Park, 98 West Ave, Salem, MA 01970

Sanctioned by: USA Swimming, #NE-15-0829-O & New England LMSC for USMS Inc. Sanction # pending

Sponsored by Salem Sound Coastwatch

Cap #  
Ofc use only

1. Race: (Choose only one)  500 meters (.31 mi)  1 mi (1.6 k)  5K (3.1 mi)

2. First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

3. Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

4. Phone: \_\_\_\_\_ 5. Email: \_\_\_\_\_

6.  Male  Female 7. Date of birth \_\_\_\_\_ 8. Age on race day: \_\_\_\_\_

9. Emergency contact: \_\_\_\_\_

10. Emergency contact phone: \_\_\_\_\_ Relationship to participant: \_\_\_\_\_

11. Parent/Guardian name if under 18: \_\_\_\_\_

12. Tee shirt: Swimmers must register by **August 14** to get a tee shirt!

-XS  -S  -M  -L  -XL  -XXL (Add \$2 to Registration fee)

13. I am a **current member** of: (select one & fill in membership number) *Bring ID & proof of membership to the event.*

**Swimmers who are not current members of either US Masters or USA Swimming must purchase a one-event membership during the registration process. See chart below for fees.**

US Masters Swimming # \_\_\_\_\_ Wearing Wetsuit?  Yes  No

USA Swimming # \_\_\_\_\_ Note: **USA Swimming does not allow wetsuits.**

14. Entry Fees: **Note:** Pre-registration closes Thursday, August 27, 11:49 pm.

Entry Fees by Category	EARLY BIRD! through August 1	Aug 2 –through August 27	Race Day
Adult - 18 & over, Current Member US Masters or USA Swimming	\$35.00	\$40.00	\$45.00
Adult – 18 & over – Purchasing <b>US Masters</b> One-event Membership	48.00	53.00	58.00
Adult – 18 & over – Purchasing <b>USA Swimming</b> One-event Membership	50.00	55.00	60.00
Youth - 17 & under - USA Swimming Member	25.00	30.00	35.00
Youth - 17 & under - Purchasing USA Swimming one day membership	40.00	45.00	50.00

Make checks payable to Salem Sound Coastwatch. **Mail completed form, with signature, to:**  
Salem Sound Coastwatch, 201 Washington Street, # 9, Salem, MA 01970

15. Donation: Included is a tax deductible donation to Salem Sound Coastwatch \$ \_\_\_\_\_

16. Method of payment  Check  Cash  Charge

17. Waiver of Liability:

For and in consideration of United States Masters Swimming, Inc. ("USMS") and USA Swimming (USAS) allowing me, (my child) the undersigned, to participate in any USMS / USAS 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 (my child is) in good health and in proper physical condition to participate in the Swim & Fin Events; and (ii) I (my child) have not been advised of any medical conditions that would impair my ability to safely participate in this Event. I agree that it is my sole responsibility to determine whether I am (my child is) sufficiently fit and healthy enough to participate in the Events.
2. I acknowledge the inherent risks associated with the sport of open water 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 (my child's) 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 (my child's) participation in the Events.
3. I agree to be familiar with and to abide by the Rules and Regulations established by USMS and USAS, including any safety regulations. I accept sole responsibility for my own (my child's) 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); New England Masters, USA Swimming, its members, clubs and Local Swimming Committees, (LSCs), New England Swimming, Salem Sound Coastwatch, the City of Salem, employees of these organizations, and volunteers; the Event organizers and promoters, sponsors and advertisers; 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 (child's) 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 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, (on behalf of my child), 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. Finally, I specifically acknowledge that I am aware of all the risks inherent in open water swimming and agree to assume those risks.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Parent/Guardian if under 18)

