



## 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



United States Masters Swimming  
Delaware Valley Masters



## 2016 Rowan College at Burlington County Masters Swim Meet

**Date and Time: Sunday, April 3, 2016**

**Warm Up: 8:00 AM**

**Start Time: 9:00 AM**

**Location:** Rowan College at Burlington County (formerly Burlington County College) 601 Pemberton-Browns Mills Rd, Pemberton, NJ PE Building, Parking Lot 12

**Meet Director:** Barbara Long 609-894-9311 ext. 1497 [balong@bcc.edu](mailto:balong@bcc.edu)

**Safety Director:** Barbara Long 609-894-9311 ext. 1497 [balong@bcc.edu](mailto:balong@bcc.edu)

**Facility:** Certified 6 lane, 25 yard pool. Spectator seating available. Lockers available (bring your own lock) Colorado electronic timing.

**Eligibility:** This meet is open to all swimmers 18 years or older. **If you are USMS registered a copy of your 2016 USMS Registration Card must be included with your entry for Top Ten consideration.**

**Cost:** \$5.00 per event by deadline. Deck entries \$10.00 per event. Refreshments Available.

**Entry Deadline:** Entries must be in the hands of the Meet Director by **March 24, 2016** All entries received after this deadline will be considered deck entries.

**Seeding:** Swimmers will be seeded by time submitted, slow to fast. If time is unknown, please estimate. The maximum event number is five events per swimmer.

**Results:** Results are posted on the USMS Website [www.usms.org](http://www.usms.org) & [www.dvmasters.org](http://www.dvmasters.org) under results tab usually within 2 weeks following the meet. Electronic results will also be e-mailed at no cost.

### **Directions:**



Scan this QR Code into Maps

### **From the North**

Take New Jersey Turnpike South to Exit 7. Take Route 206 South to the intersection with County 530. Turn left and follow 530 through Pemberton to the college.

### **From the South and West**

Use the Benjamin Franklin Bridge from Philadelphia to New Jersey 38 or the Walt Whitman Bridge to Interstate 295. New Jersey 38 becomes County 530 in Mount Holly (See North). Interstate 295 intersects with New Jersey 38 (See North). From the South use the Delaware Memorial Bridge to Interstate 295 (Same as previous).

### **From the East**

Use New Jersey 72 West to the circle intersecting State routes 70 and 72. Take New Lisbon Road (County 646) North from the circle. New Lisbon Road ends at County 530. Turn left at the water tower. The college is the first driveway on your left.

**PLEASE NOTE: PARKING IN LOT # 12 OFF RANOCAS CREEK DRIVE**



**Rowan College at Burlington County Masters Meet  
April 3, 2016**

Women Event #	Event	Men Event #
1	200 Fly	2
3	50 Back	4
5	100 Breast	6
7	50 Free	<b>8*</b>
9	200 IM	10
11	100 Fly	12
13	50 Breast	14
15	500 Free	<b>16*</b>
17	200 Back	18
19	50 Fly	20
21	100 Free	<b>22*</b>
23	200 Breast	24
25	100 Back	26
27	100 IM	28
29	200 Free	30

**\* 5 Minute break between event 8, 16, and 22**



**Rowan College at Burlington County Masters Meet  
April 3, 2016**

Team: \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Initial: \_\_\_\_\_

Birth date: \_\_\_\_\_ USMS #: \_\_\_\_\_ M/F: \_\_\_\_\_

Event #	Event Description	Time

\*A minimum of 50 swimmers is required to run this meet. You will be notified if the event is cancelled due to low registration. Please spread the word!



**Rowan College at Burlington County Masters Meet  
April 3, 2016**

**Make checks payable to:** Rowan College at Burlington County

**Mail entries to:** Rowan College at Burlington County - Attention Aquatics Department 601 Pemberton-Browns Mills Rd Pemberton NJ 08068. Electronic entries are accepted as well. Email balong@bcc.edu

**USMS REGISTERED SWIMMERS MUST ATTACH A COPY OF THEIR 2016 CARD FOR TOP TEN CONSIDERATION**

**Release from liability:** Must be signed and dated before a swimmer may compete.

**Release by Participant from Liability:** "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 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 ACTIVITIES. In addition, I agree to abide by and be governed by the rules of USMS."

\_\_\_\_\_  
Email Address of USMS Swimmer

\_\_\_\_\_  
Signature of USMS Swimmer

\_\_\_\_\_  
Address of USMS Swimmer

\_\_\_\_\_  
Phone Number of USMS Swimmer

\_\_\_\_\_  
City, State, & Zip of USMS Swimmer

\_\_\_\_\_  
Date of Event