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|  | 2016 JIM MCDONNELL LAKE SWIMS & OPEN WATER CLINICSanctioned by Potomac Valley LMSC for USMS, Inc - Sanction #106-W001 |

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| First Name: MI: Last Name: Street Address: City: State: ZIP: Phones: Primary: Cell/Other: E-Mail: (email will be used for all communications with swimmers)Birth Date: Gender (M/F): T-shirt Size: S M L XL Emergency contact: Phone: USMS Reg. #: USMS Club (No Workout Groups): \*\* 18-year-olds must be 18 on 5/28 for lake swims and 18 on 5/29 for clinic**ATTACH COPY OF USMS CARD TO THIS ENTRY FORM** |

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| **RACE/CLINIC ENTRY & FEES** **Select Swimwear Division** Wetsuit / Non-wetsuit (circle one)**Select Swims/Seed Time** (You may enter all swims) \_\_\_\_\_ Open Water Clinic/Practice Swim (Saturday) \_\_\_\_\_ 2-mile race (Sunday) \_\_\_\_\_ 1-mile race (Sunday) 1650 Yd Seed Time \_\_\_\_\_\_:\_\_\_\_\_\_**Fees:** Event Entry Fee (required) $30.00 Online Processing (required) $1.50 \_\_\_\_\_ Race(s) @$35  Open-water Practice Swim @$15 Clinic and Practice Swim @$50 One-event Registration @$25 **Total Fees** **ENTRIES CLOSE FRIDAY, MAY 13, 2016NO REFUNDS OR SELLING OF SLOTS** |
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| **MEET INFORMATION****Location**: Lake Audubon, Reston, VA**Clinic**: Saturday, May 28, 2016**1 & 2-Mile Swims**: Sunday, May 29, 2016**Host**: Reston Masters Swim Team**Host Hotel:** Courtyard Marriott**Benefit**: Lymphoma & Other Charities**Web Site**: <http://www.restonmasters.com/jmls-lake-swim/>**Info**: krbeels@gmail.com, **(703) 850-7078****On-line Entry**: [ClubAssistant.com](https://www.clubassistant.com/club/meet_information.cfm?c=1107&smid=3455) **Entry Limit 1 & 2-Mile**: 400 swimmers per race**Timing & Scoring by**: [Lin-Mark Computer Sports](http://www.lin-mark.com)**Registration**: To swim, you must be a registered USMS swimmer or purchase a one-event registration for $25.**T-shirts**: One free t-shirt for each entrant.**Entries Close: Friday, May 13 (postmarked)****Mail Form With Fees to:** Kendall Beels21077 Parc Dulles Sq. Apt. 204Sterling, VA 20166**Make Checks Payable to Reston Masters****NO LATE OR DAY-OF ENTRIES** |

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**Visit** <http://www.restonmasters.com/jmls-lake-swim/> **for Full Meet Info**

**Online Entries:** [**https://www.ClubAssistant.com/club/meet\_information.cfm?c=1107&smid=6982**](https://www.clubassistant.com/club/meet_information.cfm?c=1107&smid=6982)

**Jim McDonnell Lake Swims are an Online Entry Only Event
(Paper Entries by Request Only)**

**Sign Both Waivers on the Back of this Form**

2016 JIM MCDONNELL 1-MILE, 2-MILE

LAKE SWIMS & OPEN WATER CLINIC
Lake Audubon, Reston, VA — May 28-29, 2016

# Please Sign & Date Both Waivers

**RESTON ASSOCIATION RELEASE**: I hereby assume all risk and agree to accept full responsibility and liability for any damages or bodily injuries I or any of my dependents may cause, sustain, or suffer arising out of participation in the above-referenced Activity, including any such damages or bodily injuries occurring during, resulting from, or related to any travel to or from the Activity.

I hereby agree to be fully liable for and I hereby agree to waive and release on behalf of myself and my heirs, successors and assigns, the Reston Association, its Board of Directors, officers, employees, agents, volunteers, and members from any and all injuries, bodily injuries, costs, damages, causes of action, claims and any consequential and incidental damages arising out of or resulting from any injury, death, or damage to property which I or my dependent may sustain, suffer, or cause as a result of my participation in the above-referenced Activity, including any such injuries, costs, damages, causes of action, claims and any consequential and incidental damages occurring during, resulting from, or related to any travel to or from the Activity.

I further agree to indemnify, reimburse, and forever hold harmless the Reston Association, its Board of Directors, officers, employees, agents, volunteers, and members from any and all injuries, bodily injury, costs, damages, causes of action, claims and any consequential and incidental damages, including attorneys fees, arising out of or resulting from any injury, death, or damage to property which I or my dependent may sustain, suffer or cause as a result of participation in this Activity, including any such injuries, costs, damages, causes of action, claims and any consequential and incidental damages occurring during, resulting from, or related to any travel to or from the Activity.

I am aware of the risks associated with participation in this Activity and hereby accept and assume on behalf of myself or dependent full responsibility for any and all such risks, including, without limitation, the need to check with a physician before engaging in this Activity, including any physical activity associated with this Activity. I understand that participation in this Activity may involve activities where injury can occur and shall be undertaken at my sole risk and expense. I hereby certify that I am physically fit and have not been otherwise informed by a physician. I understand that Reston Association does not employ physicians and that its staff cannot and do not diagnose medical problems.

I further represent that I or my dependent currently have and carry health insurance and agree that any claim for medical treatment or other purposes shall be made against such health insurance and that my own or dependent’s own personal health insurance shall be primary insurance and the primary source of health insurance coverage in the event that I or my dependent sustain or suffer any bodily injury or medical crisis which participating in this Activity.

I acknowledge that I have read and voluntarily agree to the terms of this Indemnification and Waiver. If any portion of this Indemnification and Waiver shall be held invalid for any reason under the laws of the United States, Virginia, or Fairfax County, those parts that are not held invalid shall continue in full force and effect.

In addition, I promise to abide by the rules and regulations adherent to this Activity or event and to exercise care and caution for my personal safety and that of my fellow participants. I understand that Reston’s lakes are not managed for water quality and that I will enter the lake at my sole risk. I understand further that Reston’s pathways may have irregularities and I have familiarized myself with these conditions.

Signature Date

 **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.

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| 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 |

 ***Revised 07/01/2014***