



Registration Form & Participant Waiver

Register today for the 2012 Distance Swim Challenge taking place on August 19, 2012 in the Santa Monica Bay. Please complete the following form and waiver and return by email, mail or fax to the American Lung Association in California. **All registration forms must be received by 5pm on August 15, 2012.**

Race Day Schedule

6:30am - 12.6 & 4.8 Individual & Relays

7:00am - 2.4

8:45am - 1.2

9:50am - 500m Fun Swim (time subject to change)

10:15am - Kids Fun Splash (time subject to change)

Mail: American Lung Association in California, 3325 Wilshire Blvd., Suite 900 Los Angeles, CA 90010

Email: julie.himot@lung.org | **Fax:** (866) 881-7865 | **Questions?** Contact Julie Himot directly at (310) 735-9181

Sanctioned by Southern Pacific Masters Swimming for USMS, Inc. Sanction #332-W007

Participant Information:

First Name _____ Last Name _____

Male Female Birthdate (mm/dd/yy) _____ Age on 8/19/12: _____

Address _____

City _____ State _____ Zip _____

Phone: (_____) _____ - _____ Mobile: (_____) _____ - _____

Email _____

Participation Type:

Individual and Non-Relay Team:

500m Fun Swim (12 and over) Kids Fun Splash (under 12) 1.2-mile Individual

2.4-mile Individual 4.8-mile Individual 12.6-mile Individual

Non-Relay Team Name (Optional) _____

Relay Team:

4.8-mile Relay Team (4 Team Member Maximum) 12.6-mile Relay Team (8 Team Member Maximum)

Relay Team Name _____

Wetsuit Division **Non-Wetsuit Division (USMS)** - Please provide your USMS Number _____

Please note, if selecting Non-Wetsuit (USMS), you are required to provide your USMS Number. If you are not currently a USMS member, Please visit WEBSITE to purchase a one-day pass.

Qualifying Swim (2.4-mile, 4.8-mile, or 12.6-mile swimmers only)

Name of qualifying swim _____ Date of swim _____

Kayaker Information (A kayaker is required to accompany all 4.8-mile and 12.6-mile swimmers)

Kayaker's Name _____

Kayaker's Phone (_____) _____ Kayaker's Email _____

How did you hear about the event? _____

T-Shirt Size: X-Small Small Medium Large XL XXL

Emergency Contact:

First Name _____ Last Name _____

Emergency Contact Phone: (_____) _____

Payment

Registration Fees:

Registration fees are due with application and fundraising minimums must be met by packet pick-up on **Friday August 17 or Saturday August, 18 2012**. Please visit DistanceSwimChallenge.com for fundraising tips and tools.

Participation Level	Registration Fee	Fundraising Minimum
Individual Swimmer; 500-meter, 1.2, 2.4, 4.8 or 12.6-mile	\$25.00	\$100.00
Non-Relay Team: 500-meter, 1.2, 2.4, 4.8 or 12.6-mile	\$25.00	\$100.00
Relay Team: 4.8-mile or 12.6-mile	\$25.00	\$100.00
Fun Splash Zone (Under 12 years old)	\$5.00	None

Payment method:

Credit Card: Visa MasterCard American Express Discover

I authorize the American Lung Association to charge my credit card now, for the following amount: \$ _____

I understand that if I have not met my \$100 fundraising minimum by August 18, 2012, my credit card will be charged the difference to meet the fundraising minimum.

Card Number _____ Exp Date ____/____/____ 3 or 4 digit Security Code _____

Name on Card _____

Billing Address _____

City _____ State _____ Zip _____

Signature _____

Check (payable to American Lung Association in California) in the amount of \$ _____

Once you mail this form in, you are officially entered.



American Lung Association's OptimisSport Distance Swim Challenge

Athlete Waiver

1. I understand that the 'DISTANCE SWIM CHALLENGE' consists of individual swims and relays of varying distances of approximately 500-meters, 1.2-miles, 2.4-miles, 4.8-miles and 12.6-miles in length and a "Fun Splash" in the unpredictable Pacific Ocean (a "Swim Event"). As such, these are physically strenuous and very demanding endurance undertakings. I understand that only highly skilled open water swimmers who have successfully trained for the Swim Event and who are adequately prepared for the possible conditions they may face in the Pacific Ocean, including high surf, fog, marine life, strong currents, whitecaps, relentless ocean swells, flotsam, jetsam, rain, tidal surges and winds, should enter and proceed. I represent and warrant that I have performed the necessary training, that I am in good physical condition and that I am capable of completing the Swim Event that I have registered to swim and that I have consulted appropriate medical practitioner(s) who has/have confirmed that I am fully prepared to participate in the Swim Event and that I am in good physical condition.
2. I understand and agree that the 'DISTANCE SWIM CHALLENGE' is a fundraising event, and I am required to raise a minimum of \$100 in addition to my registration fee by August 18, 2012.
3. I understand and agree that if the \$100 minimum is not met by August 18, 2012 I must be prepared to pay the balance owed on August 18, 2012 (at the packet pick-up) in order to participate.
4. I understand and agree that if the Swim Event is cancelled at any time before or during the Swim Event due to storm, lightening, inclement weather, heavy surf, pollution, winds or other 'Act of God' conditions or safety concerns or if I do not participate in the Swim Event for any other reason, my entry fee and fundraising dollars shall be non-refundable.
5. I acknowledge and represent that I have been advised that participation in the Swim Event involves a risk of injury, death and financial loss, and that my participation in the Swim Event (or of any person under my legal responsibility), is at my own risk to the maximum extent permitted by law. I hereby release, waive, covenant not to sue, forever discharge, indemnify and hold harmless each of the organizers of the DISTANCE SWIM CHALLENGE and their respective officers, directors, agents, consultants, attorneys, employees, servants, contractors and other representatives and associates and all their members, volunteers, Swim Event sponsors, the relevant City Councils, the County of Los Angeles, the City of Santa Monica, the State of California and Instrumentalities, medical and paramedical practitioners and personnel, and all other persons involved in the organization, conduct and promotion of the Swim Event and their respective employees, directors, servants, agents, contractors, consultants, attorneys, representatives, associates and officers (collectively, hereinafter referred to as "Releasees") from and against any and all liabilities, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage, costs or expenses that I or any person under my legal responsibility, whether arising under Statute, from negligence, personal injury, death, property damage, infringement of third party rights or otherwise, which I have or at any time in the future may have arising from or connected with the Swim Event. It is my express intent that this release, hold harmless, waiver of liability and indemnification shall bind the members of my family, spouse and heirs, assigns and personal representatives and shall be deemed a release, hold harmless, waiver of liability and indemnification of the above-named Releasees. In executing this Athlete Waiver that contains this release, hold harmless, waiver of liability and hold harmless, I acknowledge and represent that the terms herein are fair and are understood by me and that this Athlete Waiver is being signed voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the written statements contained herein, have been made and I execute this Athlete Waiver for full, adequate, fair and complete consideration, fully intending to be bound by same.
6. I acknowledge that I may be asked to leave the Swim Event by the Swim Event staff, medical personnel or lifesaving representatives of the City of Santa Monica, the County of Los Angeles and the State of California due

to my perceived or actual physical or mental condition or appearance before or during the race. In this case, my entry fee and fundraising dollars shall be non-refundable.

7. For good and valuable consideration, which I hereby acknowledge receipt of, I hereby consent to having “DISTANCE SWIM CHALLENGE”, the sponsors of the Swim Event or third parties appointed by them to use, without restriction, any images, film, sound recording, digital recording and/or photographs captured or taken before, during or after the Swim Event without compensation. I am aware that I am not permitted to display any advertising, or marketing identification of any sponsor that is inconsistent, or is in competition, with the Swim Event sponsors.
8. I consent to receive whatever medical treatment is deemed advisable by medical practitioners who are present at the Swim Event in case of injury and/or illness during the Swim Event. I consent to “DISTANCE SWIM CHALLENGE”, including its medical staff, collecting health information about me before or during any treatment given to me in the course of the Swim Event for the purposes of providing medical treatment or first aid. I represent and warrant that all information that I provide is complete and accurate.
9. If any provision of this Athlete Waiver, in whole or in part, is void or unenforceable then that provision or part shall be severable and shall not affect the enforceability of the remaining provisions.
10. I agree that the Race Director has final discretion on result-related decisions and no avenue for protest or post-race litigation will be available.

Privacy Statement:

The “DISTANCE SWIM CHALLENGE”, collects personal information about you for the purposes of:

- organizing and administering this and future Swim Events, including assessing your qualification in the entry field, determining the starting groups and appointing and briefing of volunteer medical staff and marshals required to run the Swim Event;
- providing medical treatment or first aid to you, if required;
- publishing result-times and place-finishes in websites, newspapers and other publications;
- contacting you to attend or assist with future Swim Events and other functions arranged by “DISTANCE SWIM CHALLENGE”; and/or
- contacting any family members or friends nominated by you to be contacted in case of an emergency.

Timing Chip:

I understand I will be issued a timing chip and it is my responsibility to ensure it is returned at the completion of my swim. If I do not return it, I will be charged the cost of the timing chip.

Health Information:

The “DISTANCE SWIM CHALLENGE”, may disclose your health information to volunteer medical staff who provide health services and medical treatment at Swim Events. We also may disclose your name, postal code, result time and place finish to publishers of newspapers, television media, other print media and online properties.

If you do not provide all the information requested by “DISTANCE SWIM CHALLENGE”, we will not accept your entry into the Swim Event.

If you do not provide all the health information requested by the volunteer medical staff, they may not be able to provide you with adequate health services and medical treatment, and you may experience delays in treatment if you are transferred to a medical center or hospital.

You can access and ask to update or correct any of your personal information by contacting “DISTANCE SWIM CHALLENGE” in writing at the address on this entry form.

USMS Athlete Waiver

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 the 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. Finally, I specifically acknowledge that I am aware of all the risks inherent in open water swimming, and agree to assume those risks.

ENTRANTS DECLARATION (18 YEARS AND OLDER)

Detailed Declaration is available on the www.distanceswimchallenge.com and the next page: Signing indicates you agree to these conditions

I agree to the terms and conditions on the website www.distanceswimchallenge.com. I agree to all of the terms and provisions of this Athlete Waiver, INCLUDING, WITHOUT LIMITATION, SECTION 5 HEREOF.

Name: _____

Signed: _____ Date: _____

Declaration details visit www.distanceswimchallenge.com - signing indicates you have read & agree to these terms.

ENTRANTS DECLARATION (UNDER 18 YEARS OLD)

I certify that I am the parent or guardian of:

_____ who will be _____ years of age on the day of the Swim Event and that he/she has my consent to participate in this Swim Event.

I agree to the terms and conditions on the website www.distanceswimchallenge.com. On behalf of my child named above, I agree to all of the terms and provisions of this Athlete Waiver, INCLUDING, WITHOUT LIMITATION, SECTION 5 HEREOF.

Name: _____

Signed: _____ Date: _____

Declaration details visit www.distanceswimchallenge.com - signing indicates you have read & agree to these terms.