

2019 Charles River Swim One Mile Swim Registration

Name of the swim: Eleventh Charles River One-Mile Swim

Sanctioned by the New England Local Masters Swim Club (LMSC) for United States Masters Swimming (USMS), Inc.: Sanction number pending.

Length of swim: 1 mile

Date of the swim: Saturday, June 15, 2019 with a rain date of Sunday, June 22, 2019

Time of the swim: 8:00 a.m.

Where the swim takes place: River Dock on Charles River Esplanade (near the Hatch Shell), Boston, MA

Cost: \$45-65 (dependent upon registration date)

Name:

E-mail Address:

Phone #:

Birth Date:

Age:

Gender:

Mailing Address:

USMS # (if you are already a member):

Your USMS Club Affiliation (if you are already a member):

Estimated Swim Time for One Mile:

Note: In order to participate, you must be able to swim one mile comfortably in 40 minutes. The Charles River Swimming Club will strictly enforce cut off times in order to maximize safety. Beginning at the 40 minute mark, swimmers will be pulled from the water at the discretion of the race director. This is for safety purposes, in particular given that the event is on an open course. River boat traffic can only be stopped for a discrete amount of time to accommodate our event. Your approximate mile time will be used to place you in the first (faster) or second (slower) wave of the swim.

Emergency Contact Name: Emergency Contact Phone #:

Wetsuit (Yes or No, Can be changed on race day):

Liability Releases

All participants must complete the attached USMS Liability Release. If you are not a current USMS member, you must also complete the attached USMS one-event membership form and you must pay for a one-day waiver during online registration. All participants must also complete the Charles River Swimming Club Charles River One-Mile Swim Waiver and Release of Liability (see below).

United States Masters Swimming (USMS)

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) MF	Date of Birth (mm/dd/yy)
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Street Address, City, State, Zip					
Signature of Participant				Date Signed	

Revised 07/01/2014

Charles River Swimming Club Charles River One-Mile Swim Waiver and Release of Liability ("WRL")

By signing below, I represent that I fully understand the risks related to my association with and/or participation in the Charles River One-Mile Swim (the "Event") and that I have read, understand, and agree to the terms of this Waiver and Release of Liability ("WRL"). I understand that I am being allowed to participate in the Event in consideration of my agreement to the terms of this WRL and in reliance on the truth of all of my statements and representations regarding my participation in the Event, including those made in this WRL, my application or otherwise.

1. Certification of Eligibility; Understanding of the Risks. If I am participating in the Event as a swimmer, I represent that: (i) I am physically fit and have not been advised otherwise by a health or medical professional; (ii) I have sufficiently and appropriately trained for my participation in the Event; (iii) I fulfill the requirements listed for this Event; and (iv) I understand and accept that this athletic event is an extreme test of a person's physical and mental limits and carries a potential for death, serious injury, illness, and temporary or permanent disability. Whether I am participating in the Event as a swimmer and/or volunteer, I acknowledge that I am aware of all of the risks inherent in open water swimming (training and competition) and boating. The risks of participating as a swimmer or volunteer in the Event include, but are not limited to, those caused by the water, terrain, facilities, amenities, supplies, temperature, weather, condition of participants, lack of hydration, boats, equipment, vehicular traffic, or the actions of other people, including but not limited to participants, volunteers, spectators, coaches, event officials, event monitors, and/or producers or sponsors of the event. I understand that the risks include property damage, theft or loss. I hereby assume the risks of participating in this Event.

2. Waiver, Release and Discharge. I hereby agree to forever waive, release and discharge Charles River Swimming Club Inc., the Commonwealth of Massachusetts, Charles River Esplanade Association, City of Boston, Event organizers, exhibitors and sponsors, and the directors, officers, shareholders, employees, volunteers, contractors, suppliers, representatives, agents and affiliates of any of the foregoing, from any and all liability whatsoever in connection with my participation in, presence at, or association with the Event, including without limitation, any claims, actions, costs or expenses of any kind arising in connection with my death, disability, personal injury, property damage, theft or loss.

3. Indemnity. I hereby indemnify all of the entities or persons listed in Paragraph 2 above from any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of or in connection with my negligence, willful misconduct, misrepresentations, fraud, or violation of race rules, this WRL, or any applicable law, ordinance or regulation.

4. Consent to Medical Treatment. I hereby consent to receive, and authorize Event representatives and medical personnel to provide, first aid and medical treatment which may be deemed advisable in the event of injury, accident or illness during this Event.

5. Compliance with Event Rules. I agree to abide by all rules of the Event and the rules and regulations of the United States Masters Swimming and the Charles River Swimming Club, Inc., which have been provided to me, including without limitation, those governing pollution, self promotion, conduct and race course time limitations.

6. Consent to Use Image; Ownership of Copyright. I hereby grant full permission to Charles River Swimming Club Inc., the Commonwealth of Massachusetts, Charles River Esplanade Association, City of Boston, Event organizers, exhibitors and sponsors, to use photographs, videotapes, motion pictures, recordings, and any other record of this Event for any purpose whatsoever. I understand that the Charles River Swimming Club, Inc. or its designee holds all copyright rights to photographs, videotapes, motion pictures, recordings, and other records of this Event. Any reproduction or use of this material without the written consent of the Charles River Swimming Club, Inc. is forbidden.

This WRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. If any provision is deemed unenforceable by a court of competent jurisdiction, such provision or unenforceable portion thereof shall be deemed deleted and reformed to the maximum legally enforceable extent to achieve the intent of the original provision.

THE CHARLES RIVER SWIMMING CLUB AND ITS RACE DIRECTOR(S) RESERVE THE RIGHT TO CHANGE THE COURSE OR CANCEL THE RACE IN ACCORDANCE WITH THE RACE POLICIES STATED ON THE WEBSITE, IF, IN THEIR SOLE DISCRETION, WEATHER CONDITIONS, ACTS OF GOD, OR UNFORESEEN CIRCUMSTANCES SO WARRANT.

BY SIGNING BELOW, I CERTIFY THAT I HAVE READ, UNDERSTAND, AND ON BEHALF OF MYSELF, MY EXECUTORS, ADMINISTRATORS, HEIRS, NEXT OF KIN, SUCCESSORS AND ASSIGNS, AGREE TO BE BOUND BY, THE TERMS OF THIS WRL.

LAST NAME (please print) FIRST NAME AGE GENDER DATE OF BIRTH

ADDRESS CITY STATE ZIP

HOME PHONE WORK PHONE E-MAIL

EMERGENCY CONTACT AND PHONE NUMBER

SIGNATURE DATE