

ATHLETIC WAIVER AND RELEASE OF LIABILITY

READ BEFORE SIGNING

1) The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

2) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,

3) I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,

4) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Swam That LLC, Swamthat.com their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

5) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, The applicant shall indemnify and save harmless the Department of Natural Resources and all its officers and agents from claims or liability of any character arising out of any acts or omission, neglect, or misconduct on the part of the applicant, his representatives, or his employees. WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

6) "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 ACTIVITES. In addition, I agree to abide by and be governed by the rules of USMS.”

6. Applicable Law; Consent to Jurisdiction.

Swam That LLC, Swamthat.com (excluding linked sites) are controlled by Swam That LLC, Swamthat.com from its offices within the State of Iowa, United States of America. By completing this event sanctioning and/or membership registration, both you and the Swam That LLC, Swamthat.com agree that the statutes and laws of the State of Iowa, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event sanctioning and/or membership registration, this Agreement and Waiver, the Terms of Use or other use of Swam That LLC, Swamthat.com sites. You agree that exclusive jurisdiction for any dispute with the Swam That LLC, Swamthat.com in the courts of the State of Iowa and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Iowa in connection with any dispute including any claim involving Swam That LLC, Swamthat.com or their affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

Swam That LLC, Swamthat.com (excluding linked sites) are controlled by Swam That LLC, Swamthat.com from its offices within the State of Nebraska, United States of America. By completing this event sanctioning and/or membership registration, both you and the Swam That LLC, Swamthat.com agree that the statutes and laws of the State of Nebraska, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event sanctioning and/or membership registration, this Agreement and Waiver, the Terms of Use or other use of Swam That LLC, Swamthat.com sites. You agree that exclusive jurisdiction for any dispute with the Swam That LLC, Swamthat.com in the courts of the State of Nebraska and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Nebraska in connection with any dispute including any claim involving Swam That LLC, Swamthat.com or their affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

DATE SIGNED: _____

(Participant's Signature)

FOR PARTICIPANTS OF MINORITY AGE

(UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

DATE SIGNED: _____

(Parent/Guardian Signature)

Emergency Phone Number: _ (_____) _____

This signed waiver/release should will be kept on file by Swam That LLC for at least 7 years or possibly longer if the player has been involved in a serious injury.