

Release and Waiver of Liability and Indemnity Agreement
(Read Carefully Before Signing)

Fort Lauderdale Rough Water Swim™ registration is first come, first served.

What to Send: This Registration form & “personal check” should be made payable to ISHOF & sent to:

**Fort Lauderdale Rough Water Swim Registration, One Hall of Fame Drive, Fort Lauderdale, FL 33316
(954)462-6536**

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In consideration of being permitted to participate in any way in the Open Water Swimming Program indicated below and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), the participant/parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. I, the participant or parent/guardian of the participant, prior to participating in the below Open Water Swimming activity or event, will inspect the facilities and equipment to be used, and if I believe anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agreed that, if at any time, I feel anything to be UNSAFE, I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.

- 2.** I/WE fully understand and acknowledge that:
- (a) There are risks and dangers associated with participation in open water swimming events and activities which could result in bodily injury partial and/or total disability, paralysis and death.
 - (b) The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
 - (c) These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releasees named below.
 - (d). There may be other risks not known to us or are not reasonably foreseeable at his time.

3. I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.

4. I/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Premier Management Group, LLC, the International Swimming Hall of Fame, Inc., The City of Ft. Lauderdale, or the facility used by the participant , including any of the above mentioned owners, managers, promoters, lessees of premises, their agencies, sponsors, employees, or affiliates used to conduct the open water event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions to engage in risk evaluation or loss control activities regarding the City of Ft. Lauderdale Beach and Alexander Park facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purposes herein referred to as “Releasee”...FROM ALL LIABILITY TO THE UNDERSIGNED, my/our personal representatives, assigns, executors, heirs and next to kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY INJURY, INCLUDING BUT NOT LIMITED TO THE DEATH OF THE PARTICIPANT OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO THE EVENT(S) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.

5. I/WE HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Facility Alexander Park, Fort Lauderdale Beach, Florida _____

Can you or your swimmer complete a minimum of 1000 yards without stopping and without assistance?: Y N

Participant Signature _____

Parent/Guardian Signature: _____ (required for Minor participants)

Emergency Contact: Home Phone: _____ Work/Cell: _____ E-mail Address: _____

Printed Name of Swimmer _____ Home Team: _____

Address of Participant or Gaurdian/Parent _____

Sex: M F Birth date: __/__/____

Received by _____ (official use only)
Registrar Signature Printed Name Member # Region on File Date