



12th Annual Swim & Fin-- Salem Harbor Open Water Races

August 20, 2017 – 9:00 am

Forest River Park, 98 West Ave, Salem, MA 01970

Sponsored by Salem Sound Coastwatch

Cap # Ofc use only

1. Race: (Choose only one) ☐ 500 meters (.31 mi) ☐ 1 mi (1.6 k) ☐ 5K (3.1 mi)

2. First Name: _____ Last Name: _____

3. Address: _____

City/State/Zip: _____

4. Phone: _____

5. Email: _____

6. ☐ Male ☐ Female 7. Date of birth _____ 8. Age on race day: _____

9. Emergency contact Name: _____

10. Emergency contact phone: _____ Relationship to swimmer: _____

11. Parent/Guardian name if under 18: _____

12. Tee shirt: Swimmers must register by **July 27th** to get a tee shirt!

☐ -XS ☐ -S ☐ -M ☐ -L ☐ -XL ☐ -XXL (Add \$2 to Registration fee)

13. Entry Fees: **Note:** Pre-registration closes Friday, August 18 at Noon.

	Pre-Registration-- through noon, Friday August 18	Race Day
Adult - 18 & over	\$40.00	\$50.00
Youth - 17 & under	\$30.00	\$40.00

14. Will you be wearing a wetsuit? ☐ Yes ☐ No

15. Donation: I would like to help make our coastal waters clean and safe! Included is a tax deductible donation to Salem Sound Coastwatch in the amount of \$ _____

16. Total payment enclosed: \$ _____

Make checks payable to Salem Sound Coastwatch

Send to Salem Sound Coastwatch
12 Federal St., Salem, MA 01970

17. Waiver of Liability:

Swim & Fin Assumption of Risk, Waiver of Liability and Indemnity Agreement

B&S FITNESS PROGRAMS, B&S Event Management, Salem Sound Coastwatch, City of Salem, and or the volunteers, race directors and police are not liable for personal injuries or loss of, damage to personal property. Since this is physical activity injuries may occur. Each participant in this event is responsible for themselves and should inform the race director of any physical limitations, which may prevent full participation in this event.

I 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. **Parties.** Released Parties include B&S Fitness, Salem Sound Coastwatch, and the directors, officers, employees, agents, contractors, insurers, spectators, co-participants, equipment suppliers, and volunteers; all Swim & Fin event sponsors, organizers, promoters, directors, officials, property owners, and advertisers; governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing. Releasing Parties include: the participant as well as participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on participant's behalf.
2. I hereby certify and represent that (i) I am (my child is) in good health and in proper physical condition to participate in the Swim & Fin Events; and (ii) I (my child) have not been advised of any medical conditions that would impair my ability to safely participate in this Event. I agree that it is my sole responsibility to determine whether I am (my child is) sufficiently fit and healthy enough to participate in the Events. I further certify that I am responsible for myself (my child) and will inform the race director of any physical limitations, which may prevent full participation in this event.
3. I acknowledge the inherent risks associated with the sport of open water 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 (my child's) 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 (my child's) participation in the Events. I accept sole responsibility for my own (my child's) 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: B&S Fitness, Salem Sound Coastwatch, City of Salem, Lightbox Registration, 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) employees of these organizations, and volunteers; the Event organizers and promoters, sponsors and advertisers; 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 (child's) 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 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, (on behalf of my child), 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. Finally, I specifically acknowledge that I am aware of all the risks inherent in open water swimming and agree to assume those risks.

Signature _____ Date _____
Parent/Guardian if under 18)

