

Swim the Canal Waiver and Release of Liability

To complete registration you must accept the **Swim the Canal Waiver** when purchasing a ticket indicating that all individual registrants and guardians of underage registrants have read and accept the terms & conditions as stated. You are encouraged to have each of them sign a copy of this form for you for your own protection before the event if registering online.

Swim the Canal Waiver - Part of Terms and Conditions

In consideration of being allowed to participate in any way in the Village on the Canal Association's "swim the Canal" event, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury from the swim is insignificant, but does include the potential for drowning, heart attack and contact with aquatic animals/debris, and while particular safety plans and personnel have been put in place 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 RELEASES 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 the Village on the Canal Association, 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 ("Releases"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASES OR OTHERWISE.

Guardian consent for participants of Minority Age (under 18 at time of registration)

By entering a name in the "**Guardian's Name for Swimmers under 18**" box during purchase, when the age provided for the swimmer is under the age of 18 at time of registration, I certify that **the named** parent/guardian with legal responsibility for this participant, **does** consent and agree to his/her release as provided above of all the Releases, and, for themselves, their heirs and next of kin, they release and agree to indemnify the Releases from any and all liabilities incident the minor child's involvement or participation in these programs as provided above. For participants aged 9 to 11, this is also to certify that they as parent/guardian with legal responsibility for this participant, will supervise the underage child during the swim and do verify that she/he has basic swim training certifications.

Signed: _____ Printed Name: _____ Date: _____