

**SWIM THE CANAL
WAIVER AND RELEASE OF LIABILITY**

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 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 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 ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

BY CHECKING OFF THE 'Swim the Canal Waiver Accepted' box during the online registration I attest that 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 checking IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR PARTICIPANTS OF MINORITY AGE ON MY ONLINE REGISTRATION APPLICATION
(UNDER AGE 18 AT 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/their release as provided above of all the Releases, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify the Releases from any and all liabilities incident to the minor child's involvement or participation in these programs as provided above. For participants aged 9 to 11, this is to certify that I, as parent/guardian with legal responsibility for this participant, will supervise the underage child during the swim and do verify that she/he/they have basic swim training certifications.