

# Open Water Swimming

Hosted by:  
Team Atomica & Oannes Swims

## Fees:

All fees are to be paid in advance  
of the swim camp.

**Fees Paid:** Yes \_\_\_ / No \_\_\_

First Name:	Last Name:	
Current Masters Swimming (MSO) Registration# (if any):		
Birth date: (YYYY/MM/DD)		
Full Address:		
City/Town:	Province:	Country:
Postal code:	Telephone: (    )	
Email Address:		
Emergency Contact Name & Relation:		
Emergency Contact Phone Number:		
I have the following health conditions, which need to be brought to the attention of the group leaders of these events:		

# Open Water Swimming - Waiver

## RELEASE OF LIABILITY, WAIVER OF CLAIMS - ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(hereinafter referred to as "AGREEMENT")

**! PLEASE READ CAREFULLY !**

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

\_\_\_\_\_ (Signature of Participant)

Oannes Swims and Team Atomica, their directors, officers, employees, instructors, coaches, lifeguards, guides, agents, representatives, independent contractors, subcontractors, bag watchers, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred to as "RELEASEES")

"ACTIVITY" - **Swimming**  
(hereinafter referred to as "SPORT")

### DEFINITION

In this Release Agreement, the term "SPORT" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by "RELEASEES" and shall include, but is not limited to: "SPORT"; "SPORT" rental; orientational and instructional courses, seminars and sessions; travel, transport and accommodation; and other such activities, events and services in any way connected with or related to "SPORT".

### ASSUMPTION OF RISKS

I am aware that "SPORT" involves many risks, dangers and hazards. The risks, dangers and hazards, including but not limited to: loss of balance; difficulty or inability to control one's speed and direction; variation or water conditions; rapid or uncontrolled movement of water; variation in environmental conditions on dryland; changing weather conditions; exposure to temperature extremes or inclement weather; travel or transport to and from the sites used for "SPORT"; travel on highways and backcountry roads; encounters with domestic and wild animals including dogs, swans, sharks, Jelly and other fish; collision with pedestrians, motor and non-motorized vehicles, deadhead items and other players; failing to swim safely or within the limitations of one's own abilities, negligence of other participants; and negligence on the part of the "RELEASEES", including the failure on the part of the risks "RELEASEES" to safeguard or protect me from the risks, dangers and hazards of "SPORT". I am aware of the risks, dangers, and hazards associated with "SPORT" and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.

### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the "RELEASEES" agreeing to my participation in "SPORT" and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against "RELEASEES" and to release "RELEASEES" from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in "SPORT" due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty other duty of care, including any duties of care owned under the occupiers liability act, on the part of "RELEASEES", and further including the failure on the part of "RELEASEES" to safeguard or protect me from the risks, dangers and hazards of participating in "SPORT" referred to above;
2. TO HOLD HARMLESS AND INDEMNIFY "RELEASEES" for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in "SPORT";
3. This "AGREEMENT" shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This "AGREEMENT" and any rights, duties and obligations as between the parties to "AGREEMENT" shall be governed by and interpreted solely in accordance with the laws of the province where the "SPORT" takes place and no other jurisdiction; and
5. Any litigation involving the parties to "AGREEMENT" shall be brought solely within the province where the "SPORT" takes place and shall be within the exclusive jurisdiction of the Courts of that province.

In entering into "AGREEMENT" I am not relying on any oral or written representations or statements made by the "RELEASEES" with respect to the safety of participating in "SPORT", other than what is set forth in "AGREEMENT".

I CONFIRM THAT I HAVE READ AND UNDERSTOOD "AGREEMENT" PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING "AGREEMENT", I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE "RELEASEES".

\_\_\_\_\_  
Witness - Name

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date