

EVENT WAIVER AND RELEASE OF LIABILITY

I, the undersigned participant, intending to be legally bound, hereby certify that I am physically fit and have not been otherwise informed by a physician. I acknowledge that I am aware of all the risks inherent in open water swimming, including possible sickness, permanent disability or death, and agree to assume all of these risks.

I, the undersigned, will participate in one or more of the following Mountain Swim Series Events: Solstice Sunrise Swim on June 18, 2023, Carter Lake Swim on July 2, 2023, and the Castle 5k/10k on August 26, 2023 (referred to as the "activities"). I fully understand that my participation may involve risk of serious injury or death or sickness, including losses which may result not only be caused by my own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, and/or the rules of play of this type of event or activity. I understand that if I have any concerns, I should discuss the risks associated with my participation with the activity coordinators and event staff before I sign this document and before the activity begins. Additionally, I understand that if I do not comply with the rules set forth and instructions given by the activity coordinators and event staff, I will be disqualified and removed from the event without compensation or refund.

I, the undersigned, agree that as a condition of my participation in Mountain Swim Series events, I hereby waive any and all rights to any and all claims, demands, or causes of action for loss, damages, or personal injuries, including all claims, demands or causes of action for loss, damages, or personal injuries caused by the negligence of the following entities and individuals: Mountain Swim Series, MT Exile Productions LLC, Just Keep Swimming LLC, Union Reservoir, The City of Longmont, Colorado Parks and Wildlife, Chatfield State Park, Carter Lake, Larimer County, Castle Mountain Recreation, Wellington Reservoir, and any of the elected officials, officers, employees, volunteers, representatives, attorneys, agents, host facilities, event sponsors, event committees, or any individuals officiating at the Mountain Swim Series Events (collectively referred to as "the Parties"). In consideration of allowing me to participate in this event, **I hereby release and hold harmless** the Parties, and do discharge and waive any and all claims, demands, losses, damages, and liabilities that I may have or sustain with respect to any and all damage and/or injury, of any type, arising out of my participation in this open water swimming event. I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

PRINTED NAME: _____

SIGNATURE: _____ DATE: _____

Indemnification by Parent/Guardian for Participation by a Minor:

The undersigned parent/guardian further agrees to indemnify, save and hold harmless the Released Parties from any and all claims, demands, losses, damages and liabilities for indemnities, contribution or otherwise with respect to any damage and/or injury, of any type, arising from Minor Participant's participation in this event. The undersigned also agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasee or the Released Parties and is intended to be as broad and inclusive as is permitted by the laws of the State in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

PRINTED PARENT'S NAME: _____

PRINTED CHILD'S NAME: _____

PARENT'S SIGNATURE: _____ DATE: _____

(If under 18, legal parent or guardian must sign)