

# POINT TO LA POINTE OPEN WATER SWIM 2019 ASSUMPTION OF RISK, RELEASE, AND WAIVER

In consideration of being allowed to participate in any way in the Point to La Pointe athletic/sports program, related events and activities ("the Point to La Pointe swim"), I, \_\_\_\_\_, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. Swimming in Lake Superior is an activity with an inherent risk of personal injury. I understand that participation in the Point to La Pointe swim involves a certain degree of risk that cannot be removed even with the exercise of due care.
3. 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,
4. 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,
5. I the undersigned participant, intending to be legally bound, hereby certify that I am, or my child participant is, healthy and sufficiently physically fit and able to complete the Point to La Pointe swim. I have not been informed otherwise by a physician.
6. I also understand that Recreation and Fitness Resources, Inc is a non-profit health and fitness organization that cannot afford to assume liability for the possible injury and property damage that could occur as a result of both the inherent dangers of the swim and any possible negligence on the part of the participant or anyone else involved in the activity including the activity coordinators, employees, volunteers, officers and board members of Recreation and Fitness Resources, Inc., and any other organizations associated with the Point to La Pointe swim.
7. I therefore hereby release for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, Recreation and Fitness Resources Inc., the Bayfield School District, the City of Bayfield, the Madeline Island Ferry Line and the Town of La Pointe, their officers, elected officials, and board members, the activity coordinators and all employees, volunteers, related parties, or other organizations associated with the Point to La Pointe swim from any and all claims or liability arising out of my, or my child's, participation in the Point to La Pointe swim, including ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property. This release DOES NOT include any claims I, or my child, may have based upon reckless or intentional conduct.
8. I hereby waive the right I have to bargain for different waiver of liability terms.
9. 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 signing it and sign it freely and voluntarily without inducement.

**Must be signed and dated for acceptance.**

_____ Participant's Signature	_____ Age	_____ Date Signed
<b><u>For Participants of Minority Age (Under 18 Day of Race)</u></b>		
_____ Participant's Name	_____ Age	_____ Date Signed
_____ Parent Guardian's Signature	_____ Parent/Guardian Emergency Contact Number	