

The Henley Swim 2008

Liability Release & Assumption of Risk

READ CAREFULLY

Please read this document carefully because signing it indicates that you are waiving certain legal rights. If you have any questions consult the event organiser or an attorney before initialling each paragraph to signify your understanding. Use block capitals when filling in the blanks and initial each paragraph before signing your name at the end of this waiver.

I, _____ hereby affirm that I have been thoroughly informed of the risk involved with any open water swimming activity.

_____ I understand that open water swimming may involve inherent risks, including but not limited to marine life injuries, drowning or accidents. Treatment of an open water swimming incident or accident with these or other injuries may require immediate medical attention. I understand that The Henley Swim (hereinafter referred to as "the event") is at a location that is remote, either by time, distance or both, from a hospital. I still choose to proceed with the event in spite of the increased risk to me because a hospital is not close by in the event I am injured.

_____ I specifically understand that I will stay within the rowing booms/course at all times.

_____ I understand and agree that neither the organisers of this private event nor the sponsors of the event, nor any of their respective officers, agents, or volunteers (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death, or other damages to myself, my family heirs or assigns that may occur as a result of my participation in the event or as a result of the negligence of any party, including the Released Parties, whether passive or active.

_____ In consideration of being allowed to participate in the event, I hereby personally assume all risks in connection with it, for any harm, injury, or damage that may befall me while I am participating in the event, including all risks connected therewith, whether foreseen or unforeseen.

_____ I agree to hold harmless the Released Parties from any claim or lawsuit by myself, my family, estate, heirs or assigns, arising out of my participation in the event, including any and all claims arising during my practicing and any arising during or after I complete the event.

_____ I understand that any swimming activities are physically strenuous and that I will be exerting myself during the event, I expressly assume the risk of any and all injuries, and I will not hold the Released Parties responsible if I am injured as a result of heart attack, panic, drowning or any other cause of injury or death not specifically stated herein.

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_____ I release and grant full and unencumbered rights to the Released Parties the use of my filmed/digitised/videotaped/recorded image including any edited, revised or modified versions thereof, as well as my name, voice and/or likeness, for purposes of promotion, advertising, training materials and trade in any and all media anywhere in the world at any time without limitation.

_____ I am aware of the prerequisite skill level and/or equivalent swimming experience necessary to participate in this event, and I stipulate that I meet these requirements.

_____ I understand that I am responsible for supplying my own equipment in proper working condition, regardless of where I obtained it or from whom.

_____ I understand that all the terms herein are contractual, they are not a mere recital, and my signing this document is done of my own free act and in so doing, I waive my legal rights to sue.

_____ I state that I am of lawful age and legally competent to sign this liability release, or that I have written consent of my parent or legal guardian to engage in the event under the conditions of this waiver as stipulated by their signature below.

It is the intention of _____
(print name) by this written document to exempt and release all of the Released Parties as defined herein, from all liability whatsoever for personal injury, property damage or wrongful death however caused, including but not limited to the negligence of the Released Parties, whether passive or active.

_____ I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK BY READING IT BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

Signature _____
Date _____

Signature of Parent or Guardian
(if under 18 years of age) _____
Date _____

Address _____

Phone _____
Witness _____
Date _____

Entry form



Full name _____

Address _____

Home phone _____

Mobile phone _____

Email _____

Date of birth _____

Emergency contact details (name, address and phone number)

Club - if any _____

I have/have not* completed an open water swim before (* delete as appropriate)

Open water swimming/triathlon event completed previously _____

400 metre personal best time _____ or 1,500 metre personal best time _____

Personal details will only be used for the safe management of the event and not passed on to any third party. Please print and sign the waiver document, and return it to the address below with this completed entry form and race fee of £15 made payable to The Henley Swim, by the closing date of 25th June 2008.

The Henley Swim, Thameside, PO Box 50, Chinnor, Oxon, OX39 4UZ

