

WAIVER and RELEASE of LIABILITY

In consideration of the acceptance of my entry in the Snake River (SWIM the SNAKE, aka StS) Cross-Channel Swim and Paddle Events:

1. I hereby agree to comply with all rules and regulations of the StS and its Directors;
2. For myself, my executors, administrators, heirs, next of kin, successors and assigns,

I hereby:

- a. Waive and release all claims that I may have against the StS, its Event Committee, their officers, directors, members, volunteers, employees, agents, sponsors, the Waitsburg Commercial Club and the Blue Mountain Resource Conservation and Development Council and or any one or more of them or their executors, administrators, heirs, next of kin, successors or assigns (the releasees) including any and all claims for damage caused by the negligence of any of them arising out of my participation in the event and its related activities, together with any costs, including attorney's fees, that may be incurred as a result of such claim, whether valid or not, and
- b. Indemnify and hold harmless the releasees and each of them against any such claim that I or my guests or any one or more of my or their executors, administrators, heirs, next of kin, successors or assigns may have or assert and against any costs, including attorney's fees with respect thereto.
3. I hereby acknowledge I have sole responsibility for my personal possessions and athletic equipment during the StS event and its related activities.
4. I hereby acknowledge that participation in the StS event carries with it potential hazard. I therefore release the StS event, its Event Committee, the officers of Waitsburg Commercial Club, and the Blue Mountain Resource Conservation and Development Council and its, directors, members, volunteers, employees, agents, sponsors, of any liability in the event of injury or death during the event and its related activities.
5. I hereby attest and verify that I am physically fit and have sufficiently trained for this event; and that my physical condition has been verified by a licensed medical doctor.
6. I hereby consent to receive medical treatment which may be deemed advised in the event of any injury, accident and/or illness during the StS event.
7. I hereby permit the free use of my name and picture in broadcasts, telecasts and the press as they pertain to the StS event.
8. I hereby agree that in the event of a swim cancellation due to a storm, rain, inclement weather, winds or other "acts of God" conditions, **my registration fee shall be NOT REFUNDABLE.**

Signature of Participant

Date

Signature of Parent/Guardian (if partaker under 18 years of age)

Date