

Horsetooth Swims Registration Waiver



Liability Release and Indemnification Form

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 (training and competition), including possible permanent disability or death, and agree to assume all of these risks. AS A CONDITION OF MY PARTICIPATION IN Horsetooth Open Water Swims OR ANY ACTIVITIES INCIDENT THERETO, 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, ACTIVE OR PASSIVE, OF THE FOLLOWING: HORSETOOTH OPEN WATER SWIMS, THE CITY OF FORT COLLINS, THE COUNTY OF LARIMER, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, ATTORNEYS AND AGENTS, HOST FACILITIES, EVENT SPONSORS, EVENT COMMITTEES, OR ANY INDIVIDUALS OFFICIATING AT THE MEETS OR SUPERVISING SUCH ACTIVITIES. In addition, I agree to abide by and be governed by the rules of WOWSA as adopted by the Horsetooth Open Water Swims. Finally, I specifically acknowledge that I am aware of all the RISKS inherent in open water swimming, and agree to assume those RISKS.

I, will participate in the Horsetooth Open Water Swim's (activity) on September 12, 2021 which begins at 7am and ends at 12 noon all of which are hereinafter referred to as the "activity." I consent to my participation in the activity and acknowledge that I fully understand my participation may involve risk of serious injury or death, including losses which may result not only from 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 risk 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. I understand and agreed that, if at any time, I feel anything to be UNSAFE, I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.

Release – My Rights:

In consideration of allowing me to participate in this event, I hereby release and hold harmless Horsetooth Open Water Swim Committee, the City of Fort Collins, the County of Larimer, its elected officials, officers, employees, volunteers, representatives, attorneys and agents, Horsetooth Open Water Swims and members of its board of directors, officers, employees, volunteers, other participants, and agents (collectively, the "Released Parties"), of and from, 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.

Indemnification by Parent/Guardian:

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 Name _____

Signature _____

Date _____