

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK  
AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE!  
PLEASE READ CAREFULLY!

The Keats Island Swim (the "Event"), is an open salt water swim. Water conditions can range from calm to very choppy and can be very cold.. Wet suits are recommended. It is possible that as a result of water conditions on the day of the event, and in order to provide a safe swimming environment, the swim may be cancelled.

EVERY SWIMMER MUST HAVE AN ESCORT BOATER

All swimming participants must sign this release and waiver on or before, the Swim Day.

I understand the risks associated with open water swimming, which include but are not limited to those caused by obstacles, contact with watercraft and/or other swimmers, water conditions, weather and the actions of others. I acknowledge that the swim will be an extreme test of my abilities and carries the potential for death or injury. I am aware that those who will provide emergency water rescue and emergency first aid will be volunteers. I hereby consent to emergency water rescue and to receive any medical treatment that may be deemed advisable due to participating in the event. I HEREBY ASSUME THE RISKS OF PARTICIPATING IN THIS EVENT.

I certify that I am physically fit, have undergone sufficient training to be qualified for participation in this event, and have not been advised against participating by a medical professional. I understand and acknowledge that it is a condition of my participation that I continue to adhere to this waiver and release from liability, and that if I choose, after execution of this document, not to be bound by its terms, then I will not participate in the Event.

In consideration of, and as a condition of, acceptance of my entry in the Event, I for myself, my heirs, executors, administrators and legal personal representatives hereby waive all and any claim, right or cause of action which I might otherwise have or at any future time have for or arising out of loss of life or injury (including psychological trauma) damages or loss of any description whatsoever (including property damage) which I or my equipment may suffer or sustain in the course of, or consequent upon, my entry or participation in the said Event howsoever arising except to the extent prohibited by law.

I hereby RELEASE and DISCHARGE the Sea Cavalcade Society, Town of Gibsons, Sunshine Coast Regional District, its organizers and volunteers, the Keats Island Swim organizers and all volunteers, officials, agents, sponsors and other persons engaged by them, from all liability for loss of life or injury, (including psychological trauma), damages or loss of any description whatsoever (including property damage) which I or my equipment may suffer or sustain in the course of or consequent upon my entry or participation in the said Event howsoever arising notwithstanding that the said loss, injury or damages may have been caused by the negligence, inattention or failure to act, of any of these parties.

Name of participant \_\_\_\_\_ (print)

Signature \_\_\_\_\_

Witness \_\_\_\_\_

Date \_\_\_\_\_ Date of birth \_\_\_\_\_

If participant is under 18 years of age the signature of the participant's parent/guardian is required.  
As parent/guardian of the participant I assume all the above conditions of the waiver on behalf of the participant

Name of parent/ guardian \_\_\_\_\_ (print)

Signature \_\_\_\_\_

Date \_\_\_\_\_