



**SWIM ACROSS AMERICA DALLAS OPEN WATER SWIM
WAIVER FORM / EMERGENCY INFORMATION**

ALL MUST READ THIS FORM CAREFULLY BEFORE SIGNING THE ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY ("AWRL"). THIS FORM MUST BE PRESENTED AT THE CHECK-IN TABLE THE MORNING OF THE SWIM, IF NOT SUBMITTED PRIOR TO THE SWIM.

Please check the appropriate box:

SWIMMER

VOLUNTEER

I, the undersigned volunteer, participant or parent or legal guardian if participant or volunteer is under age 18 (collectively referred to hereinafter as "Participant" or "I"), intending to be legally bound, do hereby understand and agree that volunteering or swimming the distance and in the conditions involved with this Event (including training for and participation in the swim) is rigorous activity that involves risks including, but not limited to: weather and water conditions, interaction and/or collision with other people and/or things in the water, and other hazardous and/or life threatening conditions. By signing this Release Agreement below, Participant or Volunteer assumes any and all risks of injury and/or damages that may occur as a result of such participation in the Event.

By signing this Release Agreement below, I certify that Participant is physically fit, has not been informed otherwise by a physician and has adequately trained to participate in this Event. I acknowledge that I am aware of the risks inherent in open water swimming and pool swimming (including those listed above) which could result in permanent disability or death, and agree to assume all of those risks. I further certify that it is Participant's responsibility to dress appropriately for this event, and Participant is solely responsible for Participant's health and safety.

In consideration of my participation in the Event, and/or any activities incident thereto, I, for myself and my heirs, executors and administrators, hereby release and discharge from liability Swim Across America, Inc., including the Dallas Committee (SAA), the City of Dallas (TX), the City of Rockwall (TX), Baylor University Medical Center and Baylor Health Care Systems Foundation and respective officers, employees, volunteers and agents, the host facilities, transportation vendors, corporate sponsors, and other individuals assisting with the Event or related clinics (the "Released Parties") and waive any and all rights to claims for loss or damages or rights of current or future action, including all claims for loss or damages against the Released Parties. By signing below, Participant or Volunteer agrees to indemnify, defend and hold harmless the Released Parties from and against all claims, demands, causes of action, damages and expenses (including reasonable attorneys fees) related to the Event.

I grant Baylor University Medical Center, Baylor Health Care Systems Foundation and Swim Across America, Inc. permission to use my name and/or likeness in any medium, including the right to use any photographs and/or video taken by photographers/film crews for any purpose including advertising, publicity, in house publications and promotions. Any rights thereto shall remain the property of Swim Across America, Inc. and Baylor University Medical Center and Baylor Health Care Systems Foundation.

SIGNATURE OF PARTICIPANT

SIGNATURE OF PARENT OR GUARDIAN

PRINTED NAME OF PARTICIPANT
UNDER 18 YEARS OLD

PRINTED NAME OF PARENT OR GUARDIAN IF VOLUNTEER IS UNDER

ADDRESS - Street, City, ST, Zip

Email Address

Cell phone of participant (If applicable)

DATE _____, 2015

DATE: _____, 2015

EMERGENCY CONTACT INFORMATION

NAME: _____ RELATIONSHIP _____

PHONE: (____) _____ CELL (____) _____