



**SWIM ACROSS AMERICA, INC.
WAIVER FORM / EMERGENCY INFORMATION**

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 DAY OF THE EVENT, IF NOT SUBMITTED PRIOR.

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, participating or swimming in the conditions involved with this Event (including training and participation in the Event) 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, including Covid-19. Exposure to COVID-19 is an inherent risk in any public location where people are present. Swim Across America cannot guarantee you will not be exposed during your participation. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless Swim Across America and their employees, contractors, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to COVID-19. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Swim Across America and their employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Activities. By signing this Release Agreement below, I certify the Volunteer and Participant is physically able, 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 swimming in a pool (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, Swim Across America’s chosen beneficiaries and all of SAAs officers, employees, volunteers and agents, and the host facilities, vendors, corporate sponsors, and other individuals assisting with the Event or related activities (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 Swim Across America and its affiliated agents 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 and promotions. Any rights thereto shall remain the property of Swim Across America.

Please check the appropriate box: PARTICIPANT VOLUNTEER

DATE

PRINTED NAME OF PARTICIPANT

NAME OF PARENT OR GUARDIAN IF PARTICIPANT OR VOLUNTEER IS UNDER 18 YEARS OLD

SIGNATURE OF PARTICIPANT

SIGNATURE OF PARENT OR GUARDIAN IF PARTICIPANT OR VOLUNTEER IS UNDER 18 YEARS OLD

ADDRESS – Street, City, State, Zip

PHONE EMAIL

EMERGENCY CONTACT - Name, Relationship, Phone Number