



2011 Registration form

# L.O.S.T.

# Swimming

**LAKE ONTARIO SWIM TEAM**

**Membership fees:**  
 With current MSO#: \$5  
 Without MSO#: \$40  
 (MSO registration is \$35)

**Mail registration form and cheque payable to:**  
 Melanie Price  
 256 Graham Ave. S.  
 Hamilton, ON, L8K 2M6

|  |                 |
|--|-----------------|
| Surname:   | Given name:     |
| Current year's Masters Swimming Registration # (MSO) (if any): |                 |
| Swimmer birth date: (YYYY/MM/DD)                               | Gender: M or F  |
| Address line 1:  | Address line 2: |
| City/Town:   | Province:       |
| Country:   | Postal code:    |
| Telephone:<br>(     )  | Email address:  |
| Emergency Contact name & telephone:                            |                 |

Other information:

- 1) How many times have you swum the LOST race?
- 2) Check all that apply:

|                      |  |                                   |  |                                |  |
|----------------------|--|-----------------------------------|--|--------------------------------|--|
| Rec swimmer          |  | Ironman finisher                  |  | Manhattan Island Marathon Swim |  |
| Age Grp/Club swimmer |  | Cdn Varsity swimmer               |  | English Channel Crossing       |  |
| Masters swimmer      |  | US Varsity swimmer                |  | Lake Ontario Marathon Crossing |  |
| Short Tri's          |  | Mid distance swim races (3 – 10k) |  | Other marathon swims:          |  |

### REGISTRAR USE ONLY

|                       |                           |
|-----------------------|---------------------------|
| Payment received:     | <b>Race info:</b> Race #: |
| Waiver signed:        | Age on race day:          |
| Registration entered: | Wetsuit (W) or Naked (N): |

# **LOST Swimming Waiver**

## **ASSUMPTION AND ACKNOWLEDGEMENT OF RISK**

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

I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, THAT MY PARTICIPATION IN THIS EVENT AND SIGNATURE ON THIS DOCUMENT MEANS THAT:

1. I know that there are significant risks, including the risk of serious injury or death, associated with swimming generally, competitive swimming and open water swimming in particular;
2. I ACKNOWLEDGE AND ACCEPT THESE RISKS AND ALL OTHER RISKS ASSOCIATED WITH PARTICIPATION in this program even if arising from negligence or gross negligence, including any worsening of injuries caused by negligent first aid operations or procedures, of the event organizer, the event venue and any and all persons associated therewith or participating therein;
3. I understand that all applicable rules for participation must be followed and that at all times THE SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME; including but not limited to, my physical and emotional preparation and the fitness of my equipment;
4. I will immediately remove myself from participation in the event and notify the nearest official if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental condition which might render me unfit for continued participation in the program;
5. I give a FULL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have or may have in the future against SWIMCANADA/SWIM ONTARIO, MASTERS SWIMMING ONTARIO/CANADA, LAKE ONTARIO SWIM TEAM, ROB KENT, TOWN OF OAKVILLE, its directors, officers, employees, guides, and representatives, advertisers, other participants, sponsors, the venue at which the program is held and its directors, officers, employees, guides and representatives (collectively called the "Releasees"), from all liability for any loss, damage, injury or expense that I may suffer as a result of my use of, or my presence at the swimming facilities, due to any cause whatsoever, INCLUDING NEGLIGENCE AND GROSS NEGLIGENCE, INCLUDING ANY COMPOUNDING OR AGGRAVATION OF INJURIES CAUSED BY NEGLIGENT FIRST AID OPERATIONS OR PROCEDURES OF THE PROGRAM ORGANIZER, THE PROGRAM VENUE AND ANY PERSONS ASSOCIATED THEREWITH OR PARTICIPATING THEREIN; BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT OR ANY OTHER RELEVANT STATUTES, on the part of the Releasees;
6. I AGREE NOT TO SUE the Releasees for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from my participation in the event; and
7. I AGREE TO INDEMNIFY, and to SAVE AND HOLD HARMLESS the Releasees, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or gross negligence of the Releasees or otherwise.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN SUBSTANTIAL LEGAL RIGHTS INCLUDING THE RIGHT TO SUE. I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

Witness

Signature of Participant

Date

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