

## EVENT ENTRY FORM

2023 Wisconsin Open Water Swim  
Sponsored by Wisconsin Masters Swim Committee  
500 M, 1000 M, 1500 M Open Water Races  
Saturday, June 24, 2023  
Fox Brook Park, 2925 N. Barker Rd, Brookfield, WI  
Sanctioned by: Wisconsin LMSC for USMS, Inc.  
Sanction # 203-W001

**Swimmer Information:** Please attach a copy of your 2023 U.S. Masters Swimming Registration Card or proof of membership in another recognized masters swimming organization.

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last Name \_\_\_\_\_

USMS # \_\_\_\_\_ If you are not a registered member of USMS, include the  
One Event Registration Form with your entry.

Address \_\_\_\_\_

City \_\_\_\_\_ State/Prov \_\_\_\_\_ ZIP/Postal

Code \_\_\_\_\_

Club Name \_\_\_\_\_ Club Abbr \_\_\_\_\_

Date of Birth (mm/dd/yyyy) \_\_\_\_\_ Age on 12/31/2023 \_\_\_\_\_ Gender (circle one) M F

Phone \_\_\_\_\_ Email \_\_\_\_\_ (for receipt acknowledgment)

Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_

**Circle the Event You Will Swim:** a) 500 M b) 1000 M c) 1500 M

**Entry Fees:** Early Bird Entry Fee (postmarked by 5/31/23) for 500 M \$20.00

Regular Entry Fee (postmarked after 5/31/23) for 500 M \$25.00

Early Bird Entry Fee (postmarked by 5/31/23) for 1000 M or 1500 M \$35.00

Regular Entry Fee (postmarked after 5/31/23) for 1000 M or 1500 M \$45.00

USMS One Event Registration Fee \$20.00 (Attach One Event  
Registration Form)

Total Payable to Wisconsin Masters Swim Committee (WMSC) \$\_\_\_\_.00

Mail Entry Form, USMS Participant Wavier and USMS Registration Card or USMS One Event Registration Form  
and Check to: Mary Schneider, Event Director • W255 N5642 Wrendale Ct. • Sussex, WI 53089

**Entry Deadline: Must be received by June 17, 2023**

All entrants must complete and sign the **USMS Participant Wavier**.

**Non-USMS members must complete and sign the One Event Registration Form.**

**This form cannot be accepted without being accompanied by page 2, 3, and 4 waiver forms.**



## PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

For and in consideration of United States Masters Swimming, Inc. ("USMS") allowing me, the undersigned, to participate in any USMS sanctioned or approved activity, including swimming camps, clinics, and exhibitions; learn-to-swim programs; swimming tryouts; fitness and training programs (including dryland training); swim practices and workouts (for both pool and open water); pool meets; open water competitions; local, regional, and national competitions and championships (both pool and open water); and related activities ("Event" or "Events"); I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

1. I hereby certify and represent that (i) I am in good health and in proper physical condition to participate in the Events; and (ii) I have not been advised of any medical conditions that would impair my ability to safely participate in the Events. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Events.
2. I acknowledge the inherent risks associated with the sport of swimming. I understand that my participation involves risks and dangers, which include, without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and death (from drowning or other causes); loss of or damage to personal property and equipment; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with natural or manmade objects; dangers arising from adverse weather conditions; imperfect water conditions; water and surface hazards; facility issues; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Events, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses that I incur as a result of my participation in any Events.
3. I agree to be familiar with and to abide by the Rules and Regulations established by USMS, including any safety regulations. I accept sole responsibility for my own conduct and actions while participating in the Events.
4. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19, or other viral or bacterial infection, while participating in any of the Events, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I agree that if I have a fever, cough, feel short of breath, have any other symptoms, have knowingly been exposed to a communicable disease such as COVID-19 I agree not to participate in USMS activities for a minimum of 10 days from the date the symptoms started, until the symptoms have subsided or I have been cleared by a doctor. If I test positive for COVID-19 within 10 days following participation in a USMS activity, I will notify the USMS event director, coach or club administrator immediately.
5. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: USMS, its members, clubs, workout groups, event hosts, employees, and volunteers (including, but not limited to, event directors, coaches, officials, judges, timers, safety marshals, lifeguards, and support boat owners and operators); the USMS Swimming Saves Lives Foundation; USMS Local Masters Swimming Committees (LMSCs); the Event organizers and promoters, sponsors and advertisers; pool facility, lake and property owners or operators hosting the Events; law enforcement agencies and other public entities providing support for the Events; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees, and volunteers (individually and collectively, the "Released Parties"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys' fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.
6. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns), acknowledge that I have signed this Agreement without any inducement, assurance, or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements, or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Last Name	First Name	MI	Sex (check) <input type="checkbox"/> <input type="checkbox"/>	Date of Birth (mm/dd/yyyy)
Street Address, City, State, Zip				
Signature of Participant				Date Signed

**Revised 04/28/2022**

### **Tri Faster LLC Acknowledgment, Waiver and Release of Liability**

Acknowledgment, Waiver and Release of Liability ("AWRL") I acknowledge that participating in strength training, single sport and multisport training, and competitions is a potentially hazardous activity and carries with it the potential for death, serious injury and property loss. I hereby assume all risks pertaining to my participation in the aforementioned activities including all coaching provided to me by Tri Faster LLC and its partners including Waukesha County. I verify that I am physically and medically fit to participate and have not been advised against participation by a qualified health professional. I acknowledge that my statements on this AWRL are being accepted by Lauren Jensen McGinnis (coach) and any other assistants in consideration for allowing me to participate in a Tri Faster LLC coaching program and/or events are relied upon by said coaches and any affiliated sponsors or related entities in permitting me to participate in the coaching program and/or events. In consideration for allowing me to participate in a Tri Faster LLC coaching program, I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors, and assigns, for everyone else who might claim or sue on my behalf and I expressly acknowledge that it is my intent to take these actions: (a) I AGREE that prior to participating in single sport and multisport training and racing activities I will inspect my equipment and training environment and will only participate if it is safe to do so; (b) I WAIVE, RELEASE and DISCHARGE from any and all claims, losses or liabilities for death, personal injury, partial or permanent disability, property damage, medical or hospital, theft, or damage of any kind, including economic losses, which may in the future arise out of or relate to my participation in or following any of the coaching advice provided by Tri Faster LLC partners, coaches, assistants, and any affiliated sponsors or related entities including but not limited to related sponsors, agents, or representatives including Waukesha County; (EVEN IF SUCH CLAIMS, LOSSES OR LIABILITIES ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE PERSON(S) I AM HEREBY RELEASING OR ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY OTHER PERSON OR ENTITY); (c) I ACKNOWLEDGE that I assume any and all risks associated with participating in coaching services and/or events provided by Tri Faster LLC, including but not limited to swimming, cycling, running, strength training, or other elements of the training and racing program. All such risks being known and appreciated by me, I further acknowledge these risks include risks that may be the result of negligence of the persons or entities mentioned in the above paragraph (b) for any other claims and losses that I have waived, released or discharged herein (c) I INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned in the above paragraph (b) from any and all claims made or liabilities assessed against them as a result of (i) my actions or inactions (ii) the actions, inactions or negligence of others including those parties hereby indemnified (iii) the conditions of the facilities, equipment or areas where the activities are conducted or (iv) any other harm caused by an occurrence related to coaching services provided by Tri Faster LLC, and (f) I GRANT PERMISSION for the use of my name or likeness relating in my participation of coaching services provided by Tri Faster LLC and I WAIVE all rights to future compensation to which I may otherwise be entitled as a result of the use of my name or likeness.

In consideration of you accepting this entry, I, the participant, intending to be legally bound do hereby waive and forever release any and all rights and claims for damages or injuries that I may have against the Event Director, RunSignup.com, and all of their agents assisting with the event, sponsors and their representatives, volunteers and employees for any and all injuries to me or my personal property. This release includes all injuries and/or damages suffered by me before, during or after the event. I recognize, intend and understand that this release is binding on my heirs, executors, administrators, or assignees.

I know that taking part in this event is a potentially hazardous activity. I should not enter and swim unless I am medically able to do so and properly trained. I assume all risks associated with participation in this event, and waive

any and all claims which I might have based on any of those and other risks typically found in swimming in an open water event. I acknowledge all such risks are known and understood by me. I agree to abide by all decisions of any race official relative to my ability to safely complete the event. I certify as a material condition to my being permitted to enter this race that I am physically fit and sufficiently trained for the completion of this event and that a licensed Medical Doctor has verified my physical condition.

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In the event of an illness, injury or medical emergency arising during the event I hereby authorize and give my consent to the Event Director to secure from any accredited hospital, clinic and/ or physician any treatment deemed necessary for my immediate care. I agree that I will be fully responsible for payment of any and all medical services and treatment rendered to me including but not limited to medical transport, medications, treatment and hospitalization.

Further, I grant permission to all the foregoing to use my name, voice and images of myself in any photographs, motion pictures, results, publications or any other print, videographic or electronic recording of this event for legitimate purposes.

This event follows the standard running industry policy: All entry fees are non-refundable. We reserve the right to postpone or cancel the event due to circumstances beyond our control such as a natural disaster or emergency or as required to protect the safety of participants and staff. No refunds will be issued under these circumstances. We reserve the right to change the details of the event without prior notice. I understand that my entry fee is nonrefundable and bib numbers are non transferable.

By submitting this entry, I acknowledge having read and agreed to the above release and waiver including the no refund policy.

Last Name	First Name	MI	Sex (circle) M    F	Date of Birth (mm/dd/yyyy)
Street Address, City, State, Zip				
Signature of Participant			Date Signed	