



Swim Marathon August 3, 2024

ACCIDENT AND RELEASE OF LIABILITY WAIVER AND INDEMNITY

I acknowledge that this 25 km open water athletic swim event (hereinafter, "Swim Across the Sound") is an extreme test of a person's physical and mental limits and hereby certify that I am physically fit and have not been otherwise informed by a physician. I acknowledge that I am aware of all of the risks inherent in Open Water Swimming, training, competition, boating, and/or volunteer support, including but not limited to possible permanent disability or death, and agree to assume all those risks.

I acknowledge that this Accident and Release of Liability Waiver and Indemnity will be used and relied on by the event holders, sponsors and organizers of the event of the Swim Across the Sound, namely Hartford HealthCare Corporation, together with affiliates and subsidiaries, including without limitation, SVMV Holdings, Inc. d/b/a St. Vincent's Medical Center, Swim Across the Sound, the City of Bridgeport, Captains Cove Marina, Danfords Marina, all Participating Police and Fire Departments from Various Towns, the States of Connecticut and New York, Host Facilities, Event Sponsors, Volunteers, Boat Captains, Event Committees, "Good Samaritans, " and any individuals officiating at the events or supervising such activities, together with their affiliates, managers, directors, officers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns (collectively the "Released Parties") and that it will govern my actions and responsibilities at such event.

AS A CONDITION OF MY PARTICIPATION IN THE SWIM ACROSS THE SOUND OR ANY ACTIVITIES INCIDENT THERETO, I HEREBY RELEASE, WAIVE, AND COVENANT NOT TO SUE 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") THAT MAY ARISE OUT OF, RESULT FROM, OR RELATE TO MY PARTICIPATION IN THE EVENT, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIABILITY CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE, OMISSIONS, OR INTENTIONAL ACTS OF THE RELEASED PARTIES. 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, OR MY ESTATE, AS APPLICABLE, WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM ANY LIABILITY THAT MAY BE INCURRED AS THE RESULT OF SUCH A CLAIM.

I hereby warrant that I have read this Accident and Release of Liability Waiver and Indemnity carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including, without limitation, the rights of my spouse, minor and adult children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed it freely and voluntarily, 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 Accident and Release of Liability Waiver and Indemnity.

In addition, I also agree to abide by and be governed by the rules established by the Swim Committee. 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, video, or electronic recording or transmission of this event. Finally, I specifically acknowledge that I am aware of all the risks inherent in open water swimming and associated activities, and agree to assume those risks.

Print Swimmer's / Participant's Full Legal Name *Age*

Signature *Date*

If swimmer or participant is under the age of 19, signature of parent or guardian is also required.

Print Parent/Guardian Name *Age*

Signature of Parent or Guardian *Date*