

USA Swimming Open Water Championships Waiver and Release Form

EACH COMPETITOR AND HIS/HER PARENT OR GUARDIAN, IF APPLICABLE, MUST COMPLETE THIS WAIVER AND RELEASE FORM

By signing below, the athlete affirms to have read the entry form and agrees to abide by the conditions herein.

GENERAL ACKNOWLEDGEMENT & ACCEPTANCE

I hereby acknowledge that all information and signatures on this form are applicable to my participation in 2024 USA Swimming competitions including, but not limited to, Open Water National and Junior National Championships, and I agree to abide by the regulations specified in this document and in the Rules and Regulations of USA Swimming for the management of conduct to the USA Swimming program.

OATH OF ELIGIBILITY/PHYSICAL CONDITION

I declare that I am eligible and in good standing with USA Swimming, World Aquatics, the United States Olympic & Paralympic Committee ("USOPC"), and the International Olympic Committee ("IOC"). I also declare I am not subject to suspension or disciplinary action imposed for use of illegal drugs or other athlete regulation infractions. I agree to further attest to my eligibility if required to do so by USA Swimming, AQUA, USOPC, IOC, or the local organizing committee.

I certify that, to the best of my knowledge and belief, I am in good health and in proper physical condition for the anticipated conditions of the event, and I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate. I agree that while a participant in this event, I will keep myself in top physical condition.

I agree to notify USA Swimming immediately upon any change to my eligibility, any disciplinary action, or any change in my physical condition that would result in the declarations and certifications becoming untrue with respect to the Event.

DOPING

I understand that it is the duty of individual members of USA Swimming, including athletes, athlete support personnel, and other persons to comply with all anti-doping rules of the World Anti-Doping Agency ("WADA"), AQUA, USOPC, including the USOPC National Anti-Doping Policy, and the U.S. Anti-Doping Agency ("USADA"), including the USADA Protocol for Olympic and Paralympic Movement Testing ("USADA Protocol"), and all other policies and rules adopted by WADA, AQUA, USOPC and USADA.

I understand that it is the policy of USA Swimming to discourage and prevent the use of prohibited doping substances and prohibited doping methods. The WADA, AQUA, USOPC, and USADA Anti-Doping Rules are available on-line or from USA Swimming. I know that I should call the USADA Drug Reference Line (719-785-2000) to check the status of all medications and substances I am currently using, and to satisfy any questions or concerns that I may have about medications and prohibited substances and methods. I do not currently engage in, nor do I intend to use any prohibited substances and methods. I acknowledge that the use of prohibited substances or prohibited methods may subject me to disqualification and other sanctions imposed by USA Swimming, USADA, AQUA, or the IOC.

DRUG TESTING

I understand that testing organizations (e.g. USADA, AQUA, WADA, etc.) will conduct drug testing on athletes during and outside of competition. By registering for this competition, I hereby consent to and authorize the testing organization to test me for prohibited substances and prohibited methods at any time during the event and for the twelve (12) month period following the event. I further acknowledge and agree that my refusal to participate in a drug test may subject me to disqualification and/or sanctions, the same as if I had tested positive for a prohibited substance. I understand that the results of any drug testing of me may be published on the websites of USADA and AQUA in the published statistics, and that my name will be included in the list of athletes who have been drug tested. I also acknowledge that USA Swimming will provide a link to these results and lists on its own website. In the event I refuse to submit to a drug test or a drug test has a positive result, I recognize that I am subject to the adjudication processes established by USADA and AQUA, because of my refusal or positive test.

CONCUSSION INFORMATION

As may be required by state law, USA Swimming is providing a concussion and head injury information sheet. The USA Swimming Concussion Information Sheet (three pages) is attached to this waiver. I acknowledge that the information contained in the USA Swimming Concussion Information Sheet is not medical advice and is no substitute for medical advice.

I acknowledge that I have received the USA Swimming Concussion Information Sheet. I also acknowledge that if I have any questions regarding the signs or symptoms of a concussion or other head injuries, the need to seek medical attention and the protocol for returning to daily activities, school and the swimming pool, I will consult with a licensed health care provider.

AUTHORIZATION AND EVENT PROMOTION

In consideration for USA Swimming allowing me to participate in the Competition, I agree and consent to be filmed, videotaped, audio recorded, and photographed by the official photographer(s) and network(s) of USA Swimming at or in connection with the Competition, including pre-Competition, during the Competition, and post-Competition (the "Recordings"). I hereby grant to USA Swimming (with no obligation to compensate me) the irrevocable and perpetual right and license to use, reproduce, adapt, publicly distribute, perform, display, broadcast, acquire, activate, retain, and transmit (referred to herein as "Exhibit" or "Exhibition") and authorize others to

Exhibit the Recordings and my name, nickname, initials, autograph, facsimile signature, voice, biographical data, statements, performance, video and/or film portrayals, photograph, results, electronic likeness and image, and/or facsimile image of me (collectively "My Likeness") throughout the world in any and all forms of media currently existing or hereafter created, including without limitation social media, in connection with (i) the Exhibition of the Competition, or portions of the Competition, and including any features or other portrayals of me, by USA Swimming or its media rights partner(s) via linear television, streaming, over the top digital, or such other form of Exhibition as approved by USA Swimming, (ii) promotion of the sport of swimming; (iii) the promotion or exhibition of one or more swimming competitions sanctioned or organized by USA Swimming; and/or (iv) any non-commercial use. For purposes of this Release and Waiver, the term "non-commercial use" means the use of the Recordings and My Likeness in a way that is not primarily intended for, or directed towards, commercial advantage or monetary compensation by an individual or organization. The foregoing authorization specifically includes, but is not limited to, the right to use, and the right to authorize others (including USA Swimming's commercial partners and sponsors) to use, the Recordings and My Likeness as part of a team of USA Swimming athletes and/or other participants as provided herein, but specifically excludes the use of My Likeness as part of a team in a way that conspicuously creates a direct commercial association between My Likeness and any product, service, or brand of a third party, unless USA Swimming first obtains my prior written consent. I agree not to use medals, photos, portraits, or films of me with the medals, which I receive for my performance in the Competition, for commercial purposes. Furthermore, it is agreed that I shall return these uniforms and equipment, bearing USA Swimming logos and marks, if and when requested. I acknowledge and agree that my participation in the Competition does NOT grant to me any right or license to Exhibit Recordings or portions thereof (in any and all forms of media currently existing or created) from the Competition without the prior express written consent of USA Swimming. This includes, without limitation, the use of video or audio footage on social media, YouTube, or other comparable site, or in personal videos. I understand and agree not to use or authorize the Exhibition of the uniforms and equipment provided by USA Swimming for commercial purposes without the prior written consent of USA Swimming.

AUTHORIZATION FOR MEDICAL SERVICES

I hereby give consent for USA Swimming and its medical representatives to obtain medical care and treatment and emergency medical services from any licensed physician, hospital, or clinic for injury associated with participation in this event. Additionally, I hereby agree that, in the event I elect to obtain any of these services or treatments from any sources other than the provided or approved by USA Swimming, I shall accept full and complete responsibility. I further authorize the release of any medical information necessary to process a claim for accident/medical payment insurance for an injury or illness incurred while I am participating as a member of the USA Swimming delegation at this event.

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

I understand and acknowledge the physical and mental rigors associated with open water swimming and realize that such events are inherently dangerous and represent an extreme test of a person's physical and mental limits. I understand and acknowledge that I may be exposed to extreme conditions and circumstances; hazardous natural or manmade objects; and dangers arising from adverse weather conditions, imperfect course conditions, water hazards, inadequate safety measures, situations beyond the immediate control of the event organizers, and other undefined harm or damage which may not be readily foreseeable; and other presently unknown risks and dangers. I understand that participation involves inherent risks and dangers which include, without limitation, the potential for serious bodily injury, illness, permanent disability, paralysis, and death which could be caused by water, food, or other things in which I might come in contact with or ingest. I understand these risks may be caused in whole or in part by my own actions, inactions, or negligence, the actions, inactions, or negligence of others participating in the event, or the acts, inaction or negligence of the Released Parties (defined below). I voluntarily and knowingly recognize, accept, and assume these risks. I agree to be familiar with and abide by the rules and regulations established for the event. I also accept sole responsibility for my own conduct and actions while participating in the event.

WAIVER AND RELEASE

In consideration of allowing me to participate in this activity and the event, I, intending to be legally bound, do hereby for myself and my heirs, executors and administrators, agree to release, hold harmless, and indemnify USA Swimming, Inc., the host team, the Local Swimming Committee, and/or their respective directors, officers, employees, members, volunteers, other participants, agents, representatives, successors and/or assigns (collectively, the "Released Parties"), of and from, and do discharge and waive, any and all claims, demands, losses, damages, costs, and liabilities, which may be sustained or suffered by me in connection with, entry in and/or arising out of my traveling to, residing at, participating in and returning from said event.

MISCELLANEOUS

The Waiver and Release Form shall be construed in accordance with and subject to the laws of the State of Colorado. If any paragraph, section, sentence, clause, or phrase contained in this Waiver and Release Form becomes or is held by a court of competent jurisdiction to be illegal, null, or void or against public policy, the remaining paragraphs, sections, sentences, clauses, or phrases contained in this Waiver and Release Form shall not be affected thereby.

Participant's Name (Please Print)

Participant's Signature
Date

Date (If Participant's Name (Please Print)

Participant's Signature

Team Name

CONSENT TO DRUG TESTING, MEDICAL TREATMENT, AND WAIVER AND RELEASE

This is to certify on this date that I, as parent/guardian of _____, participating in the Competitions, give consent to USA Swimming and its medical representatives to obtain medical care from any licensed physician, hospital, or clinic for the above-mentioned athlete for injury that could arise from participating in the Competitions. I further consent to the random drug testing of the above-mentioned athlete during the Competitions and for the twelve (12) month period following any Competition, to the disclosure of test results, and to the other terms and conditions set forth in the paragraph above entitled DRUG TESTING. I also represent I am, in fact, acting in the capacity as the parent/guardian and agree to release, hold harmless, and indemnify the Released Parties on behalf of the minor athlete, of and from, and do discharge and waive, any and all claims, demands, losses, damages, costs, and liabilities, or whatsoever may be imposed upon said Released Parties because of any defect in or lack of such capacity to so act.

Parent/Guardian Name (please print)

Parent/Guardian Signature

Relationship

Date