

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

PLEASE READ CAREFULLY BEFORE SIGNING

This document affects your legal rights.

## 1. Acknowledgment of Activity and Eligibility

I, the undersigned, acknowledge that I am voluntarily choosing to participate in swimming activities in Lake Michigan with Open Water Chicago (OWC), organized and conducted by Steve Hernan ("Organizer"). I affirm that I am 18 years of age or older and legally competent to sign this Agreement.

## 2. Assumption of Risks

I fully understand and acknowledge that swimming in open water carries inherent and serious risks, including but not limited to:

- Drowning or near-drowning caused by muscle cramps, fatigue, exhaustion, or disorientation.
- Hazardous water or weather conditions, including waves, rip currents, fog, rain, wind, or lightning.
- Collisions or injuries resulting from contact with other swimmers, boats, watercraft, floating/fixed objects, or wildlife.
- Medical risks, including hypothermia, hyperthermia, illness from contaminants, panic episodes, or undiagnosed health conditions.
- Economic risks, including theft, property damage, medical expenses, or event cancellations.
- Negligence by other participants, third parties, or the Organizer.

I understand these risks could result in serious injury, permanent disability, or death. I knowingly and voluntarily accept full responsibility for all such risks.

## 3. Release and Waiver of Liability

In consideration of being permitted to participate, I hereby:

- Release and discharge the Organizer, his family, heirs, representatives, assigns, and affiliates from all claims, demands, liabilities, or causes of action arising out of participation, including those resulting from negligence.
- Agree not to sue the Organizer or related parties for any injury, loss, or damage sustained during participation.
- Indemnify and hold harmless the Organizer against all legal fees, costs, or damages arising from my participation or any claim brought on my behalf.

## 4. Insurance and Medical Responsibility

I certify that I have sufficient health and accident insurance to cover any injury or damages I may cause or sustain. If not, I agree to bear the costs personally. I further certify that I am physically fit to participate and assume full responsibility for any medical conditions, known or

unknown.

## 5. Legal Jurisdiction

I agree that any legal dispute arising from this Agreement shall be brought exclusively in the State of Illinois, under Illinois law, without regard to conflict-of-law rules. If any provision is found unenforceable, the remaining provisions shall remain valid and enforceable.

## 6. Acknowledgment of Understanding

I have had sufficient opportunity to read this entire document. I understand its contents, and I voluntarily agree to its terms. I acknowledge that by signing, I am waiving certain legal rights, including the right to sue.

## Participant Information

Full Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_