AUTHORIZATION AND EVENT PROMOTION:
I agree to be filmed, photographed, taped, quoted or otherwise mentioned (without compensation) by the Event Director (also known as Meet Director), or by anyone authorized by the Event Director. This includes but is not limited to the official and authorized photographers, writers, hosts, or sponsors of this event under the conditions authorized by the Event Director. I give the Event Director, and anyone authorized by the Event Director, the right to use (without compensation) my name, picture, likeness, quotes, and biographical information, whether audio or visual, before, during and after the period of my individual or team participation in this event. I will not promote third party sponsors, causes, or charities unless pre-approved by the Event Director. I understand that there will be no refunds given for any reason including event cancellation.

LIABILITY RELEASE:
I, the undersigned participant, intending to be legally bound, physically fit and have not been otherwise informed by a physician. I acknowledge that I am aware of all the risks inherent in open water swimming (training and competition) including possible injury, disease, infection, permanent disability or death, and agree to assume all of those risks. AS A CONDITION OF MY PARTICIPATION IN THIS SWIMMING EVENT OR ANY ACTIVITIES INCIDENT THERETO, I HEREBY WAIVE ANY AND ALL RIGHTS TO CLAIMS FOR LOSS OR DAMAGES ARISING THEREFROM OR INCIDENT THERETO INCLUDING ALL CLAIMS FOR LOSS OR DAMAGES CAUSED BY THE NEGLIGENCE, ACTIVE OR PASSIVE, OF THE FOLLOWING: CHATTANOOGA PARKS AND RECREATION, THE CITY OF CHATTANOOGA, MCCALLIE MASTERS, MCCALLIE SCHOOL, GIRLS PREPARATORY SCHOOL, OUTDOOR CHATTANOOGA, MEET DIRECTORS, MEET SPONSORS, MEET COMMITTEES, VOLUNTEERS, AS WELL AS THE RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES OF ALL OF THE FOREGOING ENTITIES OR ANY INDIVIDUALS OFFICIATING AT THE EVENT OR SUPERVISING SUCH ACTIVITIES. I further agree to abide by and be governed by the rules and regulations of this event. I also hereby confirm that I have not relied on anyone’s representations as to the conditions of the course to be swum in this event and that I am relying on my own knowledge and examination of such conditions.

## Hold Harmless Waiver

## It is my intent as a participant or player competing in The Chattanooga Swim Fest sanctioned activities, while participating during activities including any pre-game or post-game activities Chester Frost Park that I am agreeable to the following:

## I acknowledge that I am aware that there are risks to me of exposure to directly or indirectly arising out of, contributed to, by, or resulting from:

## An outbreak of any and all communicable disease, including but not limited to, the virus “severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)”, which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof;

## In consideration of having the opportunity to participate as either a team member or competitor at location, and in acknowledging that I am aware of and willing to assume the risks associated with this activity, I hereby voluntarily agree to waive, hold harmless and indemnify McCallie School, McCallie GPS Aquatics Club, City of Chattanooga, Chattanooga Sports Committee, Girls Prep School, Chester Frost Park, Outdoor Chattanooga and McCallie Masters and its trustees, agents, volunteers and employees from any and all claims, demands, damages and causes of action of any nature whatsoever arising out of ordinary negligence which I, my heirs, my assigns or successors may have against them for, on account of, or by reason of my participation in the above activities. I indicate my agreement to this hold harmless elective noted below.

Printed Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent Signature if participant is under 18 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_