

MOOO-GATTA WAIVER

In consideration of the acceptance of my application for entry in the MOOO-GATTA event, I hereby freely agree to and make the following contractual representation and agreements. I fully realize and assume the risks associated with participating in this competition. I hereby waive, release and discharge for myself, my heirs, executors, administrators, legal representatives, assigns, and Successors in interest hereinafter collectively called "Successors") any and all rights and claims which I have or which may hereafter accrue to me against the sponsors of the event, the Winchester Swim Team, the City of Winchester, the event organizer and any promoting organization(s), property owners, law enforcement agencies, all public entities, special districts, and properties (and their respective agents, parent or affiliate companies, officials and employees) through or by which the events will be held for any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the event, or travel to or return from the event. I agree that it is my sole responsibility to be familiar with the grounds and any special regulations for this event. I understand and agree that situations may arise during the race which may be beyond the immediate control of the contest officials or organizers, and I must continually act so as to neither endanger myself or others. I accept responsibility for the condition and adequacy of my equipment. I have no physical or mental condition which to my knowledge would endanger myself or others if I participate in the event, or would interfere with my ability to participate in this event. The Winchester Swim Team reserve the rights to photograph the event and its participants for publicity purposes. I agree, for myself and my Successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my Successors assert my claim in contravention of this agreement, I or my Successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provisions herein or as consent to any other provision herein or as a consent to any subsequent waiver or modification. PARENT OR GUARDIAN of a minor: I as parent or guardian of the below named minor give my permission for my child or ward to participate in the event, and further agree, individually and on behalf of my child or ward, to the terms above.

Participant's Name (printed) _____

Participant's Signature _____

Date _____ Age _____

Parent/Guardian Signature (under age 18) _____