



St. Cloud YMCA Open Water Event

When: Saturday August 25, 2012

Events: 1-mile and 5K Open Water Swim

Location: Warner Lake Park – Clearwater, MN
<http://www.co.stearns.mn.us/Recreation/CountyParks/WarnerLakeCountyPark> for more information on the park and directions.

Time: Check In (Both Events) 7:30 am – 8:15 am
Safety Meeting (Both Events) 8:15 am
Event (1M) 8:30 am (5K) 9:45 am

Safety: Positive check-in will be required for all swimmers prior to the start of the race. Failure to do so will result in disqualification. Swim caps will be provided and must be worn.

Eligibility: Anyone Ages 10 and over.

Course: The course will consist of a one mile triangle; The 5K event will complete the course 3+ times. No hand paddles, buoys, fins, or other such swimming aids. Use of wetsuits or swimsuits that are made of fabric that provides flotation will be permitted, but not eligible for awards.

Entry Fee:	March 1 st -May 1 st	\$15
	May 2 nd -July 1 st	\$20 member/\$25 non member
	July 2 nd -August 19 th	\$25 member/\$30 non member
	Day of Race	\$35

Awards: TBD based on overall top 3 female and top 3 male and top male and female finisher in each age group (10 to 12; 13 to 15; 16 to 20; 20 – 29; 30 to 39; 40 to 49; 50 to 59; 60 and over).

Parking: Pubic Parking available at Park.

Registration: You can register online, using the link below -
<https://ops1.operations.daxko.com/Online/2082/Programs/search.mvc/programs?keyword=Open+water+race>); or, by phone at 320-253-2664; or, by mail or in-person at the YMCA - 1530 Northway Dr. St. Cloud, MN 56303.

All question should be directed to
Celeste Walz at aquatics@scymca.org or by phone 320-253-2664



Mail to: St Cloud YMCA
c/o Open Water Race
1530 Northway Drive
St. Cloud, MN 56303

Name: _____

Address: _____

City/State/Zip: _____

Date of Birth: ____/____/____ Gender: M or F

Phone: _____

Email: _____

Circle Race(s) to be entered:

1 Mile 5K

Make Checks payable to St Cloud YMCA

Must Sign Liability form on next page.



RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in activities, and for other good and valuable consideration, I hereby agree to **release and discharge from liability** arising from negligence of *St. Cloud Area Family YMCA* and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that participating in **open water** activities involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, broken bones, torn ligaments or other injuries as a result of falls or contact with other participants; death as a result of drowning or brain damage caused by near drowning in pools or other bodies of water; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. **I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees.** My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. **I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct.** Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

Signature _____ Print Name _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Date _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian _____ Print Name _____ Date _____

(If notarization is necessary, please sign & stamp this side of form.)

All question should be directed to
Celeste Walz at aquatics@scymca.org or by phone 320-253-2664