



Niagara District Masters Swimming 2017 One Event Registration Form



The Niagara District is the Local Masters Swimming Committee (LMSC) of United States Masters Swimming (USMS), and one of the three LMSC encompassing New York State. We include the 24 counties from Buffalo and Niagara Falls south to Olean and Jamestown and east to Syracuse and Binghamton. Over 50,000 swimmers are registered nationally with approximately 600 in the Niagara District.

Masters swimming is open to all athletes, **regardless of swimming ability**. Our primary goal is to provide an enjoyable opportunity to improve overall fitness and swimming skills.

Those wishing to gauge their progress, and enjoy the camaraderie of Masters swim meets, compete in 5-year age/sex divisions starting with 18-24 and continuing through 100+. Competitions are held in 25 yard, 25 or 50 meter pools or in open water. As a registered Masters swimmer, you are also eligible for Top 10 ranking at national and international (FINA) levels.

Benefits of Membership include a subscription to USMS's magazine, **SWIMMER**, during the length of the membership year. USMS Registered swimmers are covered with secondary accident insurance:

- 1) in practices supervised by a USMS member where all swimmers are USMS registered.
- 2) in USMS sanctioned meets where all competitors are USMS registered.

Both pages of this form are required to be completed in their entirety.

Page 1 (application) cannot be accepted without accompaniment by Page 2 (participant waiver).

Both pages must be signed & dated by the participant.

Last Name		First Name		Initial
Street Address				
City, State, Zip			Home Phone	
Date of Birth (required)	Age	Sex (circle) M F	Today's Date (MM/DD/YY)	

OEVT - One Event Membership

Event Name:

Event Date:

TOTAL ONE EVENT FEE: \$17.00

Membership is valid for date of specific registered event

\$15 is for USMS , and \$2 for the Niagara LMSC

Signature (required) _____ **Date** _____

Make check payable to:

**Niagara District
Masters Swimming (NDMS)**

Mail to: **Dawn-Ann Dykes
Niagara LMSC, Registrar
6268 Townline Rd
North Tonawanda, NY 14120**

Email : Ph **dawnann.dykes@gmail.com : 716-465-5543**

For a copy of this form go to: <http://www.niagaramasters.org/pdf/niagregform.pdf>



**PARTICIPANT WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

For and in consideration of United States Masters Swimming, Inc. ("USMS") allowing me, the undersigned, to participate in any USMS sanctioned or approved activity, including swimming camps, clinics, and exhibitions; learn-to-swim programs; swimming tryouts; fitness and training programs (including dryland training); swim practices and workouts (for both pool and open water); pool meets; open water competitions; local, regional, and national competitions and championships (both pool and open water); and related activities ("Event" or "Events"); I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

1. I hereby certify and represent that (i) I am in good health and in proper physical condition to participate in the Events; and (ii) I have not been advised of any medical conditions that would impair my ability to safely participate in the Events. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Events.
2. I acknowledge the inherent risks associated with the sport of swimming. I understand that my participation involves risks and dangers, which include, without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and death (from drowning or other causes); loss of or damage to personal property and equipment; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with natural or manmade objects; dangers arising from adverse weather conditions; imperfect water conditions; water and surface hazards; facility issues; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Events, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses that I incur as a result of my participation in any Events.
3. I agree to be familiar with and to abide by the Rules and Regulations established by USMS, including any safety regulations. I accept sole responsibility for my own conduct and actions while participating in the Events.
4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: USMS, its members, clubs, workout groups, event hosts, employees, and volunteers (including, but not limited to, event directors, coaches, officials, judges, timers, safety marshals, lifeguards, and support boat owners and operators); the USMS Swimming Saves Lives Foundation; USMS Local Masters Swimming Committees (LMSCs); the Event organizers and promoters, sponsors and advertisers; pool facility, lake and property owners or operators hosting the Events; law enforcement agencies and other public entities providing support for the Events; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees, and volunteers (individually and collectively, the "Released Parties"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys' fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.
5. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns), acknowledge that I have signed this Agreement without any inducement, assurance, or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements, or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Last Name	First Name	MI	Sex (circle) M F	Date of Birth (mm/dd/yy)
Street Address, City, State, Zip				
Signature of Participant			Date Signed	