**AGREEMENT AND WAIVER RELATING TO**
**SOUTH END ROWING CLUB SWIM EVENTS**

The purpose of the agreement, waiver, release and assumption of risk is to:

1. Inform the signatory of some of the risks that s/he assumes by participating as a swimmer in this Swim;
2. Memorialize the signatory's assumption of the risks associated with the Swim;
3. Memorialize the signatory's waiver of his/her rights to pursue legal remedies against the Race Director, Swimming Commissioner, pilots, swimmers and other participants in the Swim, the South End Rowing Club ("SERC") and its agents for injuries arising out of the Swim; and
4. Release the Race Director, Swimming Commissioner, swimmers, pilots, and other participants in the Swim, each member of the SERC Board of Directors, and the SERC from liability for any injuries, losses or damages arising out of the signatory's participation in the Swim and the use of the SERC's facilities.

**ASSUMPTIONS OF THE RISKS:** Bay swimming is an inherently dangerous activity. Bay swimmers have been seriously injured and even killed. For example, a fishing boat once hit and killed a swimmer. Other objects in the water have injured swimmers. Sea lions and other animals have attacked swimmers. There may be health hazards arising from swimming in bay waters that have been contaminated by pollutants. Bay currents, often powerful enough to overwhelm even an Olympic swimmer, are unpredictable and can sweep swimmers far off their course. Bay waters are cold. Temperatures typically range from 45 to 63 degrees (Fahrenheit). Swift currents and cold water have caused drownings, heart attacks, and hypothermia. These dangers are just some of the hazards associated with Bay swimming.

**THE SIGNATORY UNDERSTANDS AND ASSUMES ALL THE RISKS ASSOCIATED WITH SWIMMING IN THE BAY.**

**WAIVER AND RELEASE:** The SERC was founded in 1873 and is a non-profit, low-cost club. The facilities are more historic than "state-of-the-art". Most maintenance of and support for SERC facilities and events are performed by SERC members on a volunteer basis and therefore may be less than perfect. I agree that the privileges of associating with the SERC and engaging in SERC activities are adequate compensation and consideration for this waiver and release.

**ACCORDINGLY AND ON BEHALF OF MYSELF AND MY HEIRS, ASSIGNEES, PERSONAL REPRESENTATIVES AND NEXT OF KIN, I HEREBY RELEASE THE SOUTH END ROWING CLUB, ITS OFFICERS, MEMBERS, AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY RESULTING FROM INJURY, DISABILITY, DEATH, LOSS OR DAMAGE TO ME OR MY PROPERTY, AS A RESULT OF MY PARTICIPATION IN THE SWIM EVEN IF CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE RACE DIRECTOR, SWIMMING COMMISSIONER, THE SWIMMERS, PILOTS AND OTHER PARTICIPANTS IN THE SWIM OR OF THE SERC OR ITS OFFICERS AND MEMBERS.**

By signing this waiver and release, I certify that I waive the right of suit or other legal action for myself and my agents, assignees, personal representatives, next of kin, or any other person acting on my behalf, against the Race Director, Swimming Commissioner, the pilots, swimmers or other participants in the Swim, the SERC, the SERC Board of Directors, and/or those who act on behalf of the SERC, or those who may have authority over the SERC for damages arising out of my participation as a swimmer in this Swim.

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