



### **2024 Charles River Swim One Mile Swim Registration**

*Announcement:* We are thrilled to announce thirteenth Charles River One Mile swim! This event is a single-loop, one-mile race that begins and ends on the shores of the scenic Charles River Esplanade. It features a unique location in the heart of downtown Boston, Massachusetts and iconic views of the Boston and Cambridge skylines. Join us for this exciting event to celebrate the beginning of summer and the beauty of the Charles River!

*Name of the swim:* Thirteenth Charles River One-Mile Swim

Sanctioned by the New England Local Masters Swim Club (LMSC) for United States Masters Swimming (USMS), Inc.: Sanction number pending.

Length of swim: 1 mile

Date of the swim: Saturday, June 15, 2024 with a rain date of Saturday, June 16, 2024

Time of the swim: 8:00 a.m.

Where the swim takes place: River Dock on Charles River Esplanade (near the Hatch Shell), Boston, MA

Cost: \$45-65 (dependent upon registration date)

Name:

E-mail Address:

Phone #:

Birth Date:

Age:

Gender:

Mailing Address:

USMS # (if you are already a member):

Your USMS Club Affiliation (if you are already a member):

Estimated Swim Time for One Mile:

Note: In order to participate, you must be able to swim one mile comfortably in 40 minutes. The Charles River Swimming Club will strictly enforce cut off times in order to maximize safety. Beginning at the 40-minute mark, swimmers will be pulled from the water at the discretion of the race director. This is for safety purposes, in particular given that the event is on an open course. River boat traffic can only be stopped for a discrete amount of time to accommodate our event. Your approximate mile time will be used to place you in the first (faster) or second (slower) wave of the swim.

Emergency Contact Name: Emergency Contact Phone #:

Wetsuit (Yes or No, Can be changed on race day):

## **Liability Releases**

All participants must complete the attached USMS Liability Release. If you are not a current USMS member, you must also complete the attached USMS one-event membership form and you must pay for a one-day waiver during online registration. All participants must also complete the Charles River Swimming Club Charles River One-Mile Swim Waiver and Release of Liability (see below).

### **Charles River Swimming Club Charles River One-Mile Swim Waiver and Release of Liability ("WRL")**

By signing below, I represent that I fully understand the risks related to my association with and/or participation in the Charles River One-Mile Swim (the "Event") and that I have read, understand, and agree to the terms of this Waiver and Release of Liability ("WRL"). I understand that I am being allowed to participate in the Event in consideration of my agreement to the terms of this WRL and in reliance on the truth of all of my statements and representations regarding my participation in the Event, including those made in this WRL, my application or otherwise.

**1. Certification of Eligibility; Understanding of the Risks.** If I am participating in the Event as a swimmer, I represent that: (i) I am physically fit and have not been advised otherwise by a health or medical professional; (ii) I have sufficiently and appropriately trained for my participation in the Event; (iii) I fulfill the requirements listed for this Event; and (iv) I understand and accept that this athletic event is an extreme test of a person's physical and mental limits and carries a potential for death, serious injury, illness, and temporary or permanent disability. Whether I am participating in the Event as a swimmer and/or volunteer, I acknowledge that I am aware of all of the risks inherent in open water swimming (training and competition) and boating. The risks of participating as a swimmer or volunteer in the Event include, but are not limited to, those caused by the water, terrain, facilities, amenities, supplies, temperature, weather, condition of participants, lack of hydration, boats, equipment, vehicular traffic, or the actions of other people, including but not limited to participants, volunteers, spectators, coaches, event officials, event monitors, and/or producers or sponsors of the event. I understand that the risks include property damage, theft or loss. I hereby assume the risks of participating in this Event.

**2. Waiver, Release and Discharge.** I hereby agree to forever waive, release and discharge Charles River Swimming Club Inc., the Commonwealth of Massachusetts, Charles River Esplanade Association, City of Boston, Event organizers, exhibitors and sponsors, and the directors, officers, shareholders, employees, volunteers, contractors, suppliers, representatives, agents and affiliates of any of the foregoing, from any and all liability whatsoever in connection with my participation in, presence at, or association with the Event, including without limitation, any claims, actions, costs or expenses of any kind arising in connection with my death, disability, personal injury, property damage, theft or loss.

**3. Indemnity.** I hereby indemnify all of the entities or persons listed in Paragraph 2 above from any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of or in connection with my negligence, willful misconduct, misrepresentations, fraud, or violation of race rules, this WRL, or any applicable law, ordinance or regulation.

**4. Consent to Medical Treatment.** I hereby consent to receive, and authorize Event representatives and medical personnel to provide, first aid and medical treatment which may be deemed advisable in the event of injury, accident or illness during this Event.

**5. Compliance with Event Rules.** I agree to abide by all rules of the Event and the rules and regulations of the United States Masters Swimming and the Charles River Swimming Club, Inc., which have been provided to me, including without limitation, those governing pollution, self promotion, conduct and race course time limitations.

**6. Consent to Use Image; Ownership of Copyright.** I hereby grant full permission to Charles River Swimming Club Inc., the Commonwealth of Massachusetts, Charles River Esplanade Association, City of Boston, Event organizers, exhibitors and sponsors, to use photographs, videotapes, motion pictures, recordings, and any other record of this Event for any purpose whatsoever. I understand that the Charles River Swimming Club, Inc. or its designee holds all copyright rights to photographs, videotapes, motion pictures, recordings, and other records of this Event. Any reproduction or use of this material without the written consent of the Charles River Swimming Club, Inc. is forbidden.

This WRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. If any provision is deemed unenforceable by a court of competent jurisdiction, such provision or unenforceable portion thereof shall be deemed deleted and reformed to the maximum legally enforceable extent to achieve the intent of the original provision.

THE CHARLES RIVER SWIMMING CLUB AND ITS RACE DIRECTOR(S) RESERVE THE RIGHT TO CHANGE THE COURSE OR CANCEL THE RACE IN ACCORDANCE WITH THE RACE POLICIES STATED ON THE WEBSITE, IF, IN THEIR SOLE DISCRETION, WEATHER CONDITIONS, ACTS OF GOD, OR UNFORESEEN CIRCUMSTANCES SO WARRANT.

---

**BY SIGNING BELOW, I CERTIFY THAT I HAVE READ, UNDERSTAND, AND ON BEHALF OF MYSELF, MY EXECUTORS, ADMINISTRATORS, HEIRS, NEXT OF KIN, SUCCESSORS AND ASSIGNS, AGREE TO BE BOUND BY, THE TERMS OF THIS WRL.**

---

LAST NAME (please print) FIRST NAME AGE GENDER DATE OF BIRTH

---

ADDRESS CITY STATE ZIP

---

HOME PHONE WORK PHONE E-MAIL

---

EMERGENCY CONTACT AND PHONE NUMBER

---

SIGNATURE DATE