

HALF MOON BAY OPEN WATER SWIMMING LIABILITY WAIVER

I, _____, hereby acknowledge and agree to the following terms and conditions related to my participation in the open water swimming with **Half Moon Bay Open Water**:

1. **Assumption of Risks:** I am aware that open water swimming involves inherent risks, including but not limited to risks of drowning, hypothermia, injury from underwater obstacles or debris, unpredictable weather conditions, and interactions with wildlife. I understand that these risks cannot be eliminated. I understand that possible injuries or negative outcomes may arise from my own or others' negligence, and the unpredictable conditions of the ocean. Nonetheless, I assume all related risks, both known and unknown to me, of my participation in open water swimming.

2. **Health and Fitness:** I acknowledge that open water swimming may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the activity unless I am medically able and have consulted with my doctors, especially if I have a heart condition. I also agree to abide by the decision of the **Half Moon Bay Open Water** official or agent, regarding my approval to participate in the activity.

3. **Safety Measures:** I agree to abide by all safety guidelines, rules, and instructions provided by the **Half Moon Bay Open Water** agents and safety personnel. I will wear the required safety gear, such as swim caps and flotation devices, as specified by the organizers.

4. **Release and Waiver:** In consideration of being allowed to participate in open water swimming, I hereby release, waive, and forever discharge **Half Moon Bay Open Water**, their affiliates, sponsors, host venue, volunteers, and their respective officers, employees, agents, and representatives (collectively, the "Released Parties"), from any physical or psychological injury that I may suffer as a direct result of my participation in open water swimming. I also hereby release all claims, liabilities, actions, damages, costs, or expenses arising out of or in any

way connected with my participation in open water swimming with **Half Moon Bay Open Water**, including but not limited to any injuries or damages I may sustain.

5. **Indemnification**: I agree to indemnify and hold harmless the Released Parties from any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs incurred by any of the Released Parties arising from my participation in open water swimming with **Half Moon Bay Open Water**.

6. **Acknowledgement and Voluntary Assumption of Risk**: I hereby acknowledge that I have carefully read this Liability Waiver and fully understand its contents. I expressly agree to release and discharge **Half Moon Bay Open Water** and the Released Parties, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against **Half Moon Bay Open Water** and the Released Parties for personal injury or property damage.

BY SIGNING THIS WAIVER AND RELEASE, I CERTIFY THAT I UNDERSTAND THAT I CANNOT SUE ANY PERSON, INSTRUCTOR, VOLUNTEERS OR THOSE WHO ACT ON BEHALF OF THE HALF MOON BAY OPEN WATER ORGANIZATION OR THOSE WHO MAY HAVE AUTHORITY OVER THE COMPANY, AND NO ONE ELSE CAN SUE ON MY BEHALF.

I acknowledge that I am signing this agreement freely and voluntarily and intend my signature to be a complete and unconditional release of liability to the greatest extent allowed by law.

Participant's Name: _____ Date: _____

Signature: _____

Emergency contact:

Name _____ Phone # _____

Relation: _____

Half Moon Bay Open Water _____ Date: _____

