

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

For and in consideration of Lake Hauto Club ("LHC"), a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with an office located at 140 Maple Terrace, Nesquehoning, Pennsylvania 18240, allowing me (sometimes referred to as "SWIMMER") to participate in any LHC sanctioned or approved activity, including the Annual Lake Hauto Swim ("Event"), I, for myself, and on behalf of my spouse, children, parents, 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) SWIMMER is in good health and in proper physical condition to participate in the Event; and (ii) SWIMMER has not been advised of any medical conditions that would impair SWIMMER'S ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether SWIMMER is sufficiently fit and healthy enough to participate in the Event.
2. I acknowledge the inherent risks associated with the sport of swimming. I understand that SWIMMER'S 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 SWIMMER'S own actions or inactions, the actions or inactions of others participating in the Event, or the negligent or gross 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 Event.
3. I agree to be familiar with and to abide by the Rules and Regulations established by LHC or Event organizers, including any safety regulations. I accept sole responsibility for SWIMMER'S conduct and actions while participating in the Event.
4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: LHC, its Directors, its members, 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 Event organizers and promoters, sponsors and advertisers; lake and property owners or operators hosting the Event; law enforcement agencies and other public entities providing support for the Event; 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 Event, including claims for Liability caused in whole or in part by the negligent or gross negligent acts, and 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 and all such Liabilities which any may be incurred as the result of such claim. I hereby warrant that I am of legal age (unless indicated otherwise below) 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, parents, 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.

THE UNDERSIGNED HAVE READ THE ABOVE AGREEMENT, UNDERSTAND THAT HE/SHE/THEY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT VOLUNTARILY.

SWIMMER: (print name) \_\_\_\_\_

Signature of SWIMMER: \_\_\_\_\_

Signature of Parent or Guardian of SWIMMER under 18 years of age: \_\_\_\_\_

Date: \_\_\_\_\_

SWIMMER'S age: \_\_\_\_\_