

**FRIENDS OF LOPEZ ISLAND POOL (FLIP)
EVENT PARTICIPANT CONSENT: RELEASE OF LIABILITY,
ACKNOWLEDGMENT OF RISK AND AGREEMENT NOT TO SUE**

This document affects your legal right, please read it carefully. Revised July 7, 2010.

I agree to release and discharge FLIP (Friends of Lopez Island Pool, a Washington not-for-profit organization), their agents, owners, officers, directors, employees, contractors, volunteers, heirs and participants from liability on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate in the matter of the Event "Swim the Salish Sea" as follows:

1. I acknowledge that the Event includes open water swimming known to entail unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. *Participant initial* _____.

Furthermore, FLIP may be unaware of a participant's fitness or abilities. FLIP representatives may misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions. FLIP is not infallible but intends to seek safety for all participants.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation is purely voluntary and I elect to participate in spite of risks. *Participant initial* _____.

3. I agree to wear appropriate safety equipment and clothing, as may be established by industry or community standards and common safety practices, during all activities in which I participate associated with the Event. In connection with any injury or other medical conditions I may experience during the Event, I authorize medical treatment deemed necessary by medical personnel if I am not able to act on my own behalf. I agree not to sue for malpractice any applicable medical practitioners who may provide medical assistance. *Participant initial* _____.

4. Should FLIP, their agents, owners, officers, directors, employees, contractors, volunteers, and participants or anyone acting on their behalf, be required to incur attorney fees and cost to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. *Participant initial* _____.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in this Event or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, and I am willing to assume, and bear the cost of, all risks that may be created, directly or indirectly, by any such condition. *Participant initial* _____.

6. I expressly agree and promise that my actions in association with this Event will be according to the procedures and guidelines of FLIP. *Participant initial* _____.

By signing this document, I acknowledge that I am waiving my right to take legal action against FLIP, their agents, owners, officers, directors, employees, contractors, volunteers, and participants on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and agree to be bound by its terms.

Participant's Name Printed

Signature

Date

Parent/Guardian Consent, if Participant is under age 18: I am the parent or legal guardian of the participant and I agree that the foregoing agreement shall be binding on me and the minor participant.

Parent/Guardian Name Printed

Signature

Date