

# English Channel Solo & Relay Team Disclaimer:

**Please read carefully and fill in all the blanks before signing.**

I, \_\_\_\_\_, hereby declare that I am a competent swimmer, and am aware of the inherent hazards of swimming in Dover Harbour and the English Channel.

I understand that my training advisor Lee Wakeham (hereinafter referred to as the released party) may not be held liable or responsible in any way for any injury, death or other damages to me or my family, heirs, or assigns that may occur as a result of my training and the participation in this event, or as a result of product liability or the negligence whether passive or active.

I understand that swimming in Dover Harbour and the English Channel involves certain inherent risks, including but not limited to, hypothermia, collision with aquatic vessels, exhaustion and interaction naturally occurring sea life.

Throughout the training and event itself, I declare that I will be in good mental and physical fitness for swimming in this event, and that I will not be under the influence of alcohol, nor will I be under the influence of any drugs that are contradictory to swimming in open water. If I will be taking any medication during the training or event, I declare that I have seen a physician and have approval to swim under the influence of the medication/drugs.

I understand that open water swimming is a physically strenuous activity and that I will be exerting myself while training and during the event and that if I am injured as a result of heart attack, panic, hypothermia, etc., that I assume the risk of said injuries and that I will not hold the Released Party responsible for the same.

In consideration of being allowed to participate in this activity, I hereby personally assume all risks in connection with all swims that I undertake as training and participating in the event for the harm, injury or damage that may befall me while I am a participant, including all risks connected therewith, whether foreseen or unforeseen.

I further save and hold harmless any training, the event itself and the Released Party from any claim or lawsuit for personal injury, property damage, or wrongful death, by me, my family, my estate, my heirs, or assigns, arising out of my participation in this activity, including claims arising before, during and after I complete the event.

I further declare that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian.

I understand that the terms herein are contractual and not merely recital, that this instrument is a legally binding document, and that I have signed this document of my own free act.

I, \_\_\_\_\_, BY THIS INSTRUMENT DO HEREBY EXEMPT AND RELEASE LEE WAKEHAM, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO PRODUCT LIABILITY OR NEGLIGENCE WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Signature of swimmer: \_\_\_\_\_ Date:

Signature of Parent: \_\_\_\_\_ Date: