

PLEASE READ THIS DOCUMENT (THE "WAIVER AGREEMENT") CAREFULLY BEFORE SIGNING. THIS WAIVER AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING A FUTURE LAWSUIT.

PLEASE SIGN AND RETURN TO: MR BILL MCGUINNESS, 2455 FINLANDIA LANE EAST, #57 CLEARWATER FL 33763.

I understand and acknowledge that I am legally agreeing to the statements in the following paragraphs of this WAIVER AGREEMENT by affixing my signature below and that these statements are being accepted by the AGAINST MALARIA FOUNDATION (the "FOUNDATION") in consideration for permitting me to participate in any Against Malaria ("AM") sanctioned event; and I further understand and acknowledge that my statements are being relied upon by the various sponsors, organizers, administrators, volunteers and other parties defined below as the "RELEASED PARTIES."

1. I acknowledge that a swim or other sport event (hereinafter an "EVENT") is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property damage. I acknowledge and agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in the Event, and I attest and certify that I am or will be sufficiently fit and physically trained to participate in any Event which I elect to enter, and that I have conferred with a medical doctor who has agreed to my participation in the Event.
2. On behalf of myself, my executors, administrators, heirs, next of kin, successors and assigns, and anyone else who might attempt to sue on my behalf, **I HEREBY WAIVE, RELEASE, and FOREVER DISCHARGE** the AGAINST MALARIA FOUNDATION, the TRUSTEES of the FOUNDATION, the ADVISORS of the FOUNDATION, the MALARIA ADVISORY GROUP, all EVENT sponsors, EVENT producers, EVENT staff, administrators, officials, contractors, vendors, and organizers (including swim directors), volunteers, all other persons or entities involved with the EVENT, states, cities, towns, and other governmental bodies and locations in which EVENTS or portions of EVENTS take place, and the officers, directors, employees, agents, insurers, and representatives of all of the above (collectively, the "RELEASED PARTIES"), **from any and all claims, causes of action, damages, losses (economic and non-economic), and liabilities of every kind (collectively "CLAIMS"), for death, personal injury, or property damage, which may arise out of, result from, or relate to my participation in, or my traveling to or from, any AM sanctioned EVENT, including but not limited to any claims for theft, damage to any equipment, negligence, partial or permanent disability, claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the EVENT site or elsewhere), and any claims for medical or hospital expenses.**
3. **I acknowledge and ASSUME ALL OF THE RISKS** of swimming and participating in all other sports and aspects of any EVENT in which I decide to participate (collectively, "RISKS"). I acknowledge that these RISKS may include dangerous conditions and exposure to potential physical injury or even death resulting from, among other things, vehicles or persons on the race course, falls, contact or encounters with other participants, staff, officials, contractors, vendors, volunteers and spectators, the effects of weather including heat, cold, and humidity, defective equipment, dangerous conditions on the roads or in the water, contact with other swimmers, boats, and other man-made and natural hazards in the water. By signing below, I understand that I will be participating in all aspects of the EVENT at my own risk, that it is ultimately my responsibility to risk participation in the EVENT, including but not limited to swimming in any open body of water, and that I am waiving and releasing my legal rights to sue for any injury or damages arising out of or resulting from all such RISKS. I further understand that these RISKS may be the result of negligence or carelessness on the part of persons or entities defined above as RELEASED PARTIES.
4. **I FURTHER COVENANT and AGREE NOT TO SUE any of the RELEASED PARTIES** for any of the claims that I have waived, released, or discharged herein. **I AGREE TO INDEMNIFY and HOLD HARMLESS the RELEASED PARTIES** from any and all expenses incurred, claims made, or liabilities assessed against them, including but not limited to attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by any part of this Waiver Agreement, my breach or failure to abide by any of AM's Rules, and my actions or inactions which cause injury or damage to any other person.
5. **I AGREE** to abide by the Rules adopted by AM, as they may be amended from time to time. **I AGREE** that prior to participating in an EVENT I will inspect the swim course, facilities, equipment, and areas to be used, and if I believe or become aware that any are unsafe, I will immediately advise the person supervising the EVENT. **I FURTHER GRANT** to the EVENT organizers, the FOUNDATION, and their licensees the right, permission, and authority to use my name, voice, picture, or photograph, in any broadcast, telecast, commercial advertisement, promotion, or other account of the EVENT, and **I WAIVE** any rights to future compensation to which I might otherwise have been entitled for such use.
6. **I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS WAIVER AGREEMENT, AND I UNDERSTAND ITS CONTENT.**

Print Name:

Signature:

Date:

For persons under 18 years of age, a parent or legal guardian must sign the above WAIVER AGREEMENT and complete the following section.

1. The undersigned _____ is the parent or legal guardian of _____ (minor's name) and hereby acknowledges that he/she has executed the foregoing WAIVER AGREEMENT for and on behalf of the minor named herein. As the parent or legal guardian of such minor, I hereby bind myself, the minor, and our executors, administrators, heirs, next of kin, successors, and assigns to the terms of the foregoing WAIVER AGREEMENT. I represent that I have the legal capacity and authority to act for and on behalf of the minor named herein, and I agree to indemnify and hold harmless the persons or entities mentioned in the foregoing WAIVER AGREEMENT for any expenses incurred, claims made, or liabilities assessed against them, as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the minor in the execution of the foregoing WAIVER AGREEMENT or in the execution of this consent and authorization for medical treatment.

2. I hereby authorize any licensed physician, emergency medical technician, hospital or other medical or health care facility ("MEDICAL PROVIDER") to treat the minor named herein for the purpose of attempting to treat or relieve any injuries received by the minor arising out of or relating to any event sanctioned by AM. I authorize any such MEDICAL PROVIDER to perform all procedures deemed medically advisable by the MEDICAL PROVIDER in attempting to treat or relieve any such injuries and any related conditions of the minor that may be encountered during the course of attempting to treat or relieve such injuries. I consent to the administration of anesthesia as deemed advisable during the course of such treatment. I realize and appreciate that there is a possibility of complications and unforeseen consequences in any medical treatment, and I assume any such risk for and on behalf of the minor and myself. I acknowledge that no warranty is being made as to the results of any medical treatment.

ATHLETE OR PARTICIPANT

Print Name: _____ **Signature:** _____ **Date:** _____

Age: _____ **Date of Birth:** _____

PARENT OR LEGAL GUARDIAN FOR PERSONS UNDER EIGHTEEN (18) YEARS OF AGE

Name of Guardian: _____ **Signature:** _____ **Date:** _____

Relationship to Minor: _____