

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

In consideration of being permitted to participate in the P.O.W.E.R. Challenge Open Water Race ("Event"), I, for myself and/or on behalf of my minor child, acknowledge and agree to the following:

1. Assumption of Risk

I understand that open water swimming is an inherently hazardous activity. Risks include, but are not limited to:

- Drowning, near drowning, or water-related injuries
- Strong currents, waves, tides, and changing weather conditions
- Marine life and underwater hazards
- Physical exhaustion, hypothermia, dehydration, or heat-related illness
- Collisions with other swimmers, boats, or fixed objects (including piers and buoys)

I knowingly and voluntarily assume all risks, both known and unknown, even if arising from negligence.

2. Release and Waiver of Liability

I hereby release, waive, and discharge the Pompano Beach Piranhas (POMP), the City of Pompano Beach, event sponsors, organizers, volunteers, officials, safety personnel, and all affiliated entities (collectively, "Released Parties") from any and all liability, claims, demands, or causes of action arising out of or related to:

- Injury, illness, disability, or death
- Property loss or damage

This release applies to the fullest extent permitted by Florida law, including claims arising from negligence.

3. Indemnification

I agree to indemnify, defend, and hold harmless the Released Parties from any claims, damages, losses, or expenses (including legal fees) arising out of my participation or my failure to follow event rules and safety procedures.

4. Health & Fitness Certification

I certify that:

- I am physically fit and sufficiently trained for open water swimming
- I have no medical condition that would make participation unsafe
- I understand the physical demands of the Event

I acknowledge that event officials may remove me from the race if deemed unsafe.

5. Compliance with Rules & Safety Procedures

I agree to:

- Follow all event rules, lifeguard instructions, and safety protocols
- Use required equipment (if applicable)
- Exit the water immediately if directed by safety personnel

I understand that failure to comply may result in disqualification or removal.

6. Medical Treatment Authorization

In the event of an emergency, I authorize event staff and medical personnel to provide or arrange medical treatment as necessary.

I understand that:

- I am responsible for all medical costs incurred
- The Event does not provide medical insurance

7. Media & Publicity Release

I grant permission for the Event and its organizers to use my:

- Name
- Image, video, or likeness
- Race results

for promotional, marketing, and media purposes in any format, without compensation

8. Minor Participant (if applicable)

If signing on behalf of a minor, I certify that:

- I am the parent/legal guardian
- I consent to the minor's participation
- I agree to all terms of this waiver on behalf of the minor
- I assume all risks and responsibilities for the minor

9. Severability

If any portion of this agreement is found to be invalid, the remaining provisions shall remain in full force and effect.

10. Acknowledgment of Understanding

I have read this agreement carefully and fully understand its terms. I understand that I am giving up substantial rights, including the right to sue

I sign this agreement freely and voluntarily.

Participant Name (Print):

Participant Signature:

Date:

Parent/Guardian Name (Print):

Parent/Guardian Signature:

Date:
