

UNDER THE FOUR BRIDGES

Hosted By: Welland Otters Swim Team 3K and 5K Open Water Swim

When

Sunday August 9th, 2009

- 10:00 am → 11:00 am **check-in & numbering**
- 11:00 am pre-race meeting (short time for warm-up may be available)

Note: This pre-race meeting is mandatory for all entrants. If you miss the meeting, you miss the swim!

- 11:30 5K race starts
- 11:45 3K race starts

Where

Welland Recreational Waterway (Old Welland Ship Canal)

- the **check-in** will take place at Lincoln Street Docks (west side of canal just south of Lincoln Street bridge)
- see attached for directions and map

Entry Process

Print a copy and complete the attached entry form and waivers and mail it along with the entry fee to:

Elma Couture
303 Division Street, Apt 6
Welland, Ontario
L3B 4A5

All adult swimmers must sign the Adult participation waiver. All minors must have a parent/guardian sign the Parent consent waiver and must also sign the Minor participant waiver to participate in the race. All waivers are attached to this entry package.

- Deadline for entries is Friday July 31st, 2009 (positively no late entries)
- The entry fee is \$35. Please make cheques payable to **FOUR BRIDGE SWIM**
- A T-shirt may be purchased for an additional \$10. T-shirt orders can only be accepted until Friday July 24th, 2009

Eligibility

The race is sanctioned by Masters Swimming Ontario (MSO), therefore the race is open to all registered Masters Swimmers. The race is also sanctioned by Swim Ontario and therefore the race is open to all registered Swim Ontario swimmers 12 years of age or older. Non-registered swimmers are ineligible to compete in this open water swim.

Awards

Awards will be presented in the following categories:

- medals for 1st will be presented for each age group
- ribbons for 2nd and 3rd will also be presented for each age group
- awards will be presented to the top finisher in each race for male and for female regardless of age

The Course

Please see the attached **map** with start locations and the finish location marked.

- the “Four Bridges” cross the waterway at Woodlawn Rd. (RR 41) , Main St. (RR 27) , Division St. and Lincoln St.
- the 5K swim starts at a location north of Woodlawn Rd. (RR 41)
- the 3K swim starts at a location south of Woodlawn Rd and north of Main St (near Thorold Rd.)
- both races will finish at a location south of the Lincoln St. bridge at the docks
- there will be a buoy in the water every ½ km to mark the course

Facilities and Food

- washrooms (2 stalls and 2 port-a-potties) will be available at Lincoln Street Docks
- there are no showers or change facilities available on-site
- BBQ lunch at the Lincoln Street Docks will be provided for all registered swimmers and available to non-swimming guests

Details about the Race

- swim caps will be provided for each swimmer and **MUST BE WORN** for identification purposes during the race
- a number will be inked on upper back/shoulder of each swimmer
- in accordance with the rules of Masters Swimming Ontario, **WET SUITS ARE NOT PERMITTED** (this includes neoprene suits and caps)
- the race involves a straight course with no laps in the Welland Recreational Waterway
- the canal is sufficiently deep all over that you will not be able to stand on the bottom
- water temperature at this time of year ranges between 68 – 72 degrees Fahrenheit
- the race is an in-water start and finish
- a time limit will be strictly enforced and any swimmer still racing at this time will be removed from the course
- swimmers should not undertake this swim unless they are physically fit and sufficiently trained to participate safely
- there will **not** be a "rain date" and a delay (or cancellation) would only occur in the event of lightning
- please provide a personal spotter to follow you on your swim (bike or walk)
- extra volunteers are also appreciated

Safety Considerations

The following items outline safety considerations and precautions that will be taken during the course of the "Under The Four Bridges" open water swim on Sunday August 9th, 2009.

- there will be 6 motorboats on the waterway during the duration of the swims and additional canoes and kayaks available as escort crafts
- there will be sufficient Certified NLS Lifeguards along the course and in boats (minimum of 12)
- there will be spotters along the bank of the canal every 250 m
- St. John's Ambulance will be at the event
- all boats will be equipped with first-aid emergency supplies and appropriate safety equipment as well as cell phones and/or two-way radios
- swimmers and coaches will be briefed on emergency procedures prior to the start of the race during the pre-race meeting at 11:00 am (**mandatory** meeting for all entrants)
- a safety signal (one arm raised above head) will indicate to shore spotters and lifeguards that a swimmer is in need of assistance
- guards will use one long whistle as a signal to other guards if assistance is needed
- shore spotters will use one long whistle and a raised flag as a signal to the guards that a swimmer is in need of assistance
- all swimmers will be accounted for before they enter the water and as they exit
- any swimmer who is unable to complete the swim after 2 ½ hours for the 5 K race will be removed from the water
- any swimmer who is unable to complete the swim after 1 ½ hours for the 3 K race will be removed from the water
- a water quality check will be conducted two weeks prior to the race that confirm compliance with Ontario Health Standards
- water temperature will be taken 2 hours before the race and confirmed to be at 16° C (61° F) or higher
- race course shall be checked in the morning prior to the start of the race and cleared of any hazards

Entry Form for the "Under The Four Bridges" Open Water Swim

Name: _____ Gender: M F

Birthdate: _____ Age on December 31st, 2009 _____

Address: _____ Phone # : _____

E-mail: _____

MSO # or Swim Ontario # _____

Club name: _____ Club Code _____

Distance (please circle one)

3K

5K

T-shirt order (please circle size):

S

M

L

XL

(additional \$10 cost and order for t-shirt must be returned by July 24th, 2009)

In consideration of the acceptance of this entry, I for myself, my executors, administrators and assigns do hereby release and discharge the Welland Otters Swim Team, Masters Swimming Ontario and Swim Ontario from all claims and damages, demands and actions whatsoever in any manner arising or growing out of my participation in this event. I attest and verify that I have full knowledge of the risks involved in this event and I am physically fit and sufficiently trained to participate.

Name: _____

Signature: _____

Date: _____

ADULT PARTICIPANT
ASSUMPTION AND ACKNOWLEDGEMENT OF RISK

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.
PLEASE READ CAREFULLY!**

I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, THAT MY PARTICIPATION IN THIS EVENT AND SIGNATURE ON THIS DOCUMENT MEANS THAT:

- 1. I know that there are significant risks, including the risk of serious injury or death, associated with swimming generally, and competitive swimming in particular;**
- 2. I ACKNOWLEDGE AND ACCEPT THESE RISKS AND ALL OTHER RISKS ASSOCIATED WITH PARTICIPATION in this program even if arising from negligence or gross negligence, including any worsening of injuries caused by negligent first aid operations or procedures, of the event organizer, the event venue and any and all persons associated therewith or participating therein;**
- 3. I understand that all applicable rules for participation must be followed and that at all times THE SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME; including but not limited to, my physical and emotional preparation and the fitness of my equipment;**
- 4. I will immediately remove myself from participation in the event and notify the nearest official if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental condition which might render me unfit for continued participation in the program;**
- 5. I give a FULL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have or may have in the future against SWIMCANADA/SWIM ONTARIO, MASTERS SWIMMING ONTARIO/CANADA, WELLAND OTTERS SWIM TEAM, WELLAND RECREATIONAL CANAL CORPORATION, CITY OF WELLAND its directors, officers, employees, guides, and representatives, advertisers, other participants, sponsors, the venue at which the program is held and its directors, officers, employees, guides and representatives (collectively called the "Releasees"), from all liability for any loss, damage, injury or expense that I may suffer as a result of my use of, or my presence at the swimming facilities, due to any cause whatsoever, INCLUDING NEGLIGENCE AND GROSS NEGLIGENCE, INCLUDING ANY COMPOUNDING OR AGGRAVATION OF INJURIES CAUSED BY NEGLIGENT FIRST AID OPERATIONS OR PRODCEDURES OF THE PROGRAM ORGANIZER, THE PROGRAM VENUE AND ANY PERSONS ASSOCIATED THEREWITH OR PARTICIPATING THEREIN; BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT OR ANY OTHER RELEVANT STATUTES, on the part of the Releasees;**
- 6. I AGREE NOT TO SUE the Releasees for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from my participation in the event; and**
- 7. I AGREE TO INDEMNIFY, and to SAVE AND HOLD HARMLESS the Releasees, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or gross negligence of the Releasees or otherwise.**

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT
BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN SUBSTANTIAL
LEGAL RIGHTS INCLUDING THE RIGHT TO SUE.
I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.**

Witness to the Signature of Participant

Signature of Participant

Date

MINOR PARTICIPANT
ASSUMPTION AND ACKNOWLEDGEMENT OF RISK

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY!

I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, THAT MY PARTICIPATION IN THIS EVENT AND SIGNATURE ON THIS DOCUMENT MEANS THAT:

1. I know that there are significant risks, including the risk of serious injury or death, associated with swimming generally, and competitive swimming in particular;

2. I ACKNOWLEDGE AND ACCEPT THESE RISKS AND ALL OTHER RISKS ASSOCIATED WITH PARTICIPATION in this program even if arising from negligence or gross negligence, including any worsening of injuries caused by negligent first aid operations or procedures, of the event organizer, the event venue and any and all persons associated therewith or participating therein;

3. I understand that all applicable rules for participation must be followed and that at all times THE SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME;

4. I will immediately remove myself from participation in the event and notify the nearest official if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I am physically, emotionally or mentally unfit for continued participation in the program;

5. I give a FULL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have or may have in the future against SWIMCANADA/SWIM ONTARIO, MASTERS SWIMMING ONTARIO/CANADA, WELLAND OTTERS SWIM TEAM, WELLAND RECREATIONAL CANAL CORPORATION, CITY OF WELLAND, its directors, officers, employees, guides, and representatives, advertisers, other participants, sponsors, the venue at which the program is held and its directors, officers, employees, guides and representatives (collectively called the "Releasees"), from all liability for any loss, damage, injury or expense that I may suffer as a result of my use of, or my presence at the swimming facilities, due to any cause whatsoever, INCLUDING NEGLIGENCE AND GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT OR ANY OTHER RELEVANT STATUTES, on the part of the Releasees;

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT
BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN SUBSTANTIAL
LEGAL RIGHTS INCLUDING THE RIGHT TO SUE.**

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

Witness to the Signature of Participant

Signature of Participant

Date

ADULT WAIVER FOR MINOR PARTICIPANT
RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY
AGREEMENT

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE.
PLEASE READ CAREFULLY!**

In consideration for allowing my minor child/ward to participate in the related events and activities of SWIM CANADA/SWIM ONTARIO, I hereby warrant and agree:

1. I am the parent/guardian having full legal responsibility for decisions regarding my minor child/ward; and
2. I am familiar with and accept, on behalf of myself and my minor child/ward that there is the risk of serious injury and death in participation in swimming and in competitive swimming in particular; and
3. I have satisfied myself and believe that my minor child/ward is physically, emotionally and mentally able to participate in this event, and that his/her equipment, is mechanically fit for his/her use in this event; and
4. I understand, and will instruct my minor child/ward, that all applicable rules for participation must be followed and that at all times the sole responsibility for personal safety remains with my minor child/ward; and
5. I will immediately remove my minor child/ward from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that my minor child/ward has experienced any deterioration in his/her physical, emotional or mental fitness for continued participation in the event.
6. I authorize to consent to emergency medical treatment in accordance with the best interests of my minor child/ward, should I not be present at the relevant time to grant consent myself.

I UNDERSTAND AND AGREE, ON BEHALF OF MY MINOR CHILD/WARD, HIS/HER HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

1. AN UNQUALIFIED ASSUMPTION OF ALL RISKS associated with participation in this event by my minor child/ward even if arising from negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent first aid operations or procedures, of the event organizer, the event venue and any persons associated therewith or participating therein; and
2. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have or may in the future have against **SWIMCANADA/SWIM ONTARIO, MASTERS SWIMMING ONTARIO/CANADA, WELLAND OTTERS SWIM TEAM, WELLAND RECREATIONAL CANAL CORPORATION, CITY OF WELLAND**, and its directors, officers, employees, guides and representatives, advertisers, other participants, sponsors, (all of whom are collectively referred to as "the Releasees") from any and all liability for any loss, damage, injury or expense that my minor child/ward may suffer, or that his/her next of kin may suffer as a result of his/her use of or presence at, the swimming facilities, due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE RELEVANT OCCUPIERS LIABILITY ACT OR ANY OTHER RELEVANT STATUTES, on the part of the Releasees.
3. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation of my minor child/ward in the event; and

4. AN AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise.

5. AN ACKNOWLEDGMENT that I HAVE READ THIS DOCUMENT THOROUGHLY.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH MY MINOR CHILD/WARD, HIS/HER HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS AND I MAY HAVE AGAINST THE RELEASEES.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

Signature of Parent/Guardian

Printed name of Parent/Guardian

Signature of Witness to Signature of
Parent/Guardian

Printed name of Witness

Date

Name of Minor Child/Ward

Age of Minor Child/Ward
