

# Gills for Gilda's 6-Mile Ultra Swim benefiting Gilda's Club

2021 Application – Friday, June 25, 2021

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

All swimmers will receive a Tech T-Shirt (Unisex)

Circle one: S M L XL XXL

Please read and acknowledge the following; all swimmers are required to answer each question:

I understand this is a third-party event, and I take sole responsibility for my safety both during the training and participation of this event.

I understand this is a group swim, not an individual competition, and commit to swimming as a group in this event.

I understand this event will require me to be in the water in excess of 5+ hours and have committed to be being available for the whole day of the swim.

I understand my entry fee of \$55 (payable to Darren Fortney) is not refundable once I am selected as a participant (there is no fee for your kayaker).

I will participate in two mandatory organizational meetings.

I commit to raise a minimum of \$500 for Gilda's Club Madison, are you comfortable with this? If you would like to hold a fundraising event but would like the ideas, please let me know.

Circle one: Yes or No

All swimmers are required to secure their own personal support kayaker and kayak for the event by June 1. (Note, we recommend that you purchase a T Shirt for your Kayaker, \$30 additional)

Kayaker Name:

Cell phone:

Email:

Check any/all that are applicable

I have extensive experience swimming in cooler/June open water

I have extensive experience swimming in open water

This is not my first open water event

I have experience swimming in a wetsuit

I can swim 1 mile in the pool in under 35 minutes

**Previous Events/Experience**

**EVENTS**

**DATE OF EVENTS**


**Release and Waiver of Liability**

I hereby acknowledge and agree that participating in the 6-mile Ultra Swim benefiting Gilda’s (the “Event”) is a potentially hazardous activity, which could cause injury or death. I hereby expressly assume risk of injury or harm from these activities. I will not enter and participate in the Event unless I am medically able and properly trained, and by my signature, I certify that I am medically able to participate in this Event, and am in good health, and I am properly trained.

I hereby release and forever discharge and hold harmless Gilda’s Club Madison Wisconsin, Inc. and its directors, officers, employees, and agents along with all sponsors and volunteers of the Event including, without limitation, Darren Fortney and Jen Bluske/Fortney (individually a “Released Party and collectively the “Released Parties”), from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from my participation in the Event. I understand and acknowledge that this Release discharges the Released Parties from any liability or claim that I may have against the Released Parties with respect to, among other things, bodily injury, personal injury, illness, death, or property damage that may result from my participation in the Event. In addition, I hereby Release and forever discharge the Released Parties from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my participation in the Event. The foregoing shall not be deemed to release a claim arising directly from the reckless or intentional misconduct of a Released Party.

I grant and convey to Gilda’s Club Madison Wisconsin, Inc. (“Gilda’s”) all right, title, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by Gilda’s or its representatives in connection with my participation in the Event.

I expressly agree that the waivers and releases set forth herein are intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin and that these waivers and releases shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. I agree that in the event that any clause or provision of these waivers and releases is deemed invalid, the enforceability of the remaining provisions shall not be affected.

By signing below, I express my understanding and intent to waive and release all such claims willingly and voluntarily and acknowledge that I will be permitted to participate in the Event only in exchange for, and as consideration for, such waivers and releases. I further acknowledge that I was permitted the opportunity to bargain and negotiate the terms of such waivers and releases and, by signing below, express my intent to accept the foregoing terms as presented.

**Must be signed and dated for acceptance.**

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Please return completed application\* and mail to: Darren Fortney, 6972 Harmony Way, Middleton, WI 53562**

**\*Applications must be completed in full & include your \$55 application fee\*\*. If you are not selected, you will be notified and your check will NOT be cashed. \*\*Checks should be payable to Darren Fortney (address above), NOT Gilda’s Club.**