

Signed Waivers

Participant Information

Name: Krista Frank
Email: klfrank@gmail.com
Address: 13476 W Utah Ave , Lakewood , Colorado, 80228, United States
Confirmation Number: d9dRS

Event Information

Event Name: Carter 2025
Event Date: July 19, 2025
Event Location: Berthoud, Colorado, United States
Sub-Event: 3-Mile Swim

Signed Waiver Terms

Movemint Waiver

In consideration of you accepting this entry, I, the participant, intending to be legally bound do hereby waive and forever release any and all rights and claims for damages or injuries that I may have against the Event Director, Movemint, and all of their agents assisting with the event, sponsors and their representatives, volunteers and employees for any and all injuries to me or my personal property. This release includes all injuries and/or damages suffered by me before, during or after the event. I recognize, intend and understand that this release is binding on my heirs, executors, administrators, or assignees.

I know that participating in an event is a potentially hazardous activity. I should not enter unless I am medically able to do so and properly trained. I assume all risks associated with participating in this event including, but not limited to: falls, contact with other participants, the effects of weather, traffic, and course conditions, and waive any and all claims which I might have based on any of those and other risks typically found in participating in this type of event. I acknowledge all such risks are known and understood by me. I agree to abide by all decisions of any race official relative to my ability to safely complete the event. I certify as a material condition to my being permitted to enter this race that I am physically fit and sufficiently trained for the completion of this event and that a licensed Medical Doctor has verified my physical condition.

In the event of an illness, injury or medical emergency arising during the event I hereby authorize and give my consent to the Event Director to secure from any accredited hospital, clinic and/ or physician any treatment deemed necessary for my immediate care. I agree that I will be fully responsible for payment of any and all medical services and treatment rendered to me including but not limited to medical transport, medications, treatment and hospitalization.

As it applies to my participation in this race, I agree to abide by the Center for Disease Control (CDC)'s recommendations for the prevention of the spread of COVID-19 and attest to having read the CDC's guidance at:

<https://www.cdc.gov/>. I also agree to abide by any COVID-19 distancing and other safety guidelines issued by the state, the community or by this race for my participation in this race.

Further, I grant permission to all the foregoing to use my name, voice and images of myself in any photographs, motion pictures, results, publications or any other print, videographic or electronic recording of this event for legitimate purposes.

This event follows the standard athletic event industry policy: All entry fees are non-refundable. We reserve the right to postpone or cancel the event due to circumstances beyond our control such as a natural disaster or emergency or as required to protect the safety of participants and staff. No refunds will be issued under these circumstances. We reserve the right to change the details of the event without prior notice. I understand that my entry fee is nonrefundable and bib numbers are non transferable.

By submitting this entry, I acknowledge (or a parent or adult guardian for all children under 18 years) having read and agreed to the above release and waiver including the no refund policy.

Signature Confirmation

Participant Name: Krista Frank
Waiver: Movemint Waiver
Date Signed: March 16, 2025 at 01:48 AM UTC

Event Waiver

2025 Mountain Swim Series Liability Waiver

Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

I, the undersigned participant, intending to be legally bound, hereby certify that I am physically fit and have not been otherwise informed by a physician. I certify that I believe myself physically capable of completing the event(s) and activities that I have signed up for. I acknowledge that I am aware of all the risks inherent in open water swimming (training and competition), including possible sickness, permanent disability, or death, and I agree to assume all of these risks.

I, the undersigned, intend to participate in one or more of the following Mountain Swim Series events: Solstice Sunrise Swim on June 22, 2025, Carter Lake Crossing on July 19, 2025, the Castle 2.5k/5k/10k Swim on August 23, 2025, Willow Creek Reservoir Swim on August 2, 2025, and/or the Wellington Swim-Run Challenge on August 24, 2025 (referred to as the "activities").

I fully understand that my participation may involve risk of serious injury or death or sickness, including losses which may result or caused not only by my own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, areas where the event or activity is being conducted, and/or the rules of play of this type of event or activity. I understand that if I have any concerns, I should discuss the risks associated with my participation with the activity coordinators and staff before I sign this document and before the activity begins. Additionally, I understand that if I do not comply with the rules set forth and the instructions given by the activity coordinators and staff, I will be disqualified and removed from the event without compensation or refund.

I, the undersigned, agree that as a condition of my participation in Mountain Swim Series activities, I hereby waive any and all rights and the rights of others acting on my behalf to any and all claims, demands, or causes of action for

loss, damages, or personal injuries, including all claims, demands or causes of action for loss, damages, or personal

injuries caused by the negligence of the following entities and individuals: Mountain Swim Series, MT Exile Productions LLC, Just Keep Swimming LLC, Larry McKeough, Union Reservoir, The City of Longmont, Colorado Parks and Wildlife, Chatfield State Park, Carter Lake, Larimer County, the United States Forest Service, Castle Mountain Recreation, Wellington Reservoir, and any of the elected officials, officers, employees, volunteers, representatives, attorneys, agents, host facilities, activity sponsors, activity committees, or any individuals officiating at the Mountain Swim Series activities (collectively referred to as "the Parties").

In consideration of allowing me to participate in this activity, I hereby release, indemnify, and hold harmless the Parties, and do discharge and waive any and all claims, demands, losses, damages, and liabilities that I may have or

sustain with respect to any and all damage and/or injury, of any type, arising out of my participation in the activity(ies).

I also agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect. In the event that a suit is brought against any of the released Parties, I, the undersigned participant and whomever else acts on my behalf, agree to compensate and reimburse the released Parties for any and all attorney's fees, settlement amounts, time (at a rate to be determined by the Released Parties), expenses, fees, or other damages and/or injuries incurred as part of the suit.

Finally, I specifically acknowledge that I am aware and the minor participant is aware of all the RISKS inherent in open water swimming, and agree to assume those RISKS.

Indemnification by Parent/Guardian for Participation by a Minor:

The undersigned parent/guardian further agrees to release, indemnify, save and hold harmless the released Parties from any and all claims, demands, losses, damages and liabilities for indemnities, contribution or otherwise with respect to any damage and/or injury, of any type, arising from the Minor Participant's participation in this activity.

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undersigned also agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasee or the Released Parties and is intended to be as broad and inclusive as is permitted by the laws of the State in which the Activity(ies) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Furthermore, I agree to all of the conditions listed in this agreement.
If under 18, legal parent or guardian must sign In addition to the participant.

Signature Confirmation

Participant Name: Krista Frank
Waiver: Event Waiver
Date Signed: March 16, 2025 at 01:48 AM UTC

This document certifies that Krista Frank has digitally signed the following waiver agreement(s) for Carter 2025: Movemint Waiver, Event Waiver.

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