



# ***OCEAN DISTANCE SWIM***

**5K Swim [9:00am] or 1Mile Swim [9:30am]  
Sunday, August 21, 2011**

**Eligibility:** Minimum age to participate is 13 as of August 21, 2011.

**Entry Fee:** Entries for 5K/1Mile postmarked by August 13, 2011: \$40  
Late or Race-Day entries: \$50

**T-shirts are guaranteed to swimmers who register no later than one week before each event.**

**Race Charity:** The **Virginia Beach Lifeguard Association** is a 501-C-3 non profit organization whose mission is to educate the local community and visitors about ocean safety and to support current surf lifeguards through training, competition and education.

**Age Groups/Awards:** Awards will be presented to the 1<sup>st</sup> – 3<sup>rd</sup> place men and women in each age group. Age groups are as follows (13-15, 16-19, 20-24, 25-29, 30-34 and so on in 5 year increments).

**The 5K Course** will start at 17<sup>th</sup> St. on the beach and proceed out 30 meters requiring a left shoulder turn around the initial buoy. Swimmers will then proceed north. There will be a mandatory water stop at 37<sup>th</sup> St. marked by buoys. The finish will be at 57<sup>th</sup> St. marked by buoys and on shore flags. Swimmers must complete a left shoulder turn around the final buoy and then make their way into the shore. The finish line will be on the beach. **Participants must reach the water stop within one hour of the start of the race or they will not be allowed to continue. Check-in begins at 7:30A.M. and ends at 8:30A.M.**

**The 1Mile Course** will start at 42nd. St. on the beach and proceed out 30 meters requiring a left shoulder turn around the initial buoy. Swimmers will then proceed north. The finish will be at 57th St. Swimmers must complete a left shoulder turn around the final buoy and then make their way into the shore. The finish line will be on the beach.

**Depending on the water and tide conditions the start and finish could be reversed.**

**Packet Pick-up:** Packet Pick-up for both races will be available at Aquawear from 12pm to 5pm at Aquawear on Saturday, August 20 and from 7:30am – 8:30am at 17<sup>th</sup> Street.

**Directions To Start:** From I-64 take Route I-264 East. When the expressway ends, you are on 21<sup>st</sup> Street. Take 21<sup>st</sup> Street to Atlantic Avenue. Turn right on Atlantic Avenue and follow to 17<sup>th</sup> Street.

**Directions to Finish:** Same as above but at Pacific Avenue take a left and follow the road to 57<sup>th</sup> St. Parking is available next to the Wyndham Hotel and across the street.

**Start Line Parking:** Parking will be available for FREE at the parking lot located just south of the Breakers Resort Hotel at 1503 Atlantic Avenue. (If you need a hotel room, please consider our sponsor; the Breakers Resort (757) 428-1821)

**Please Visit:** [www.vbls.org](http://www.vbls.org) for more information concerning these events.

**Wet suits are allowed / Swim caps will be provided to all entrants / Caps must be worn by all who participate / Water Temperature will be approximately 78 degrees or less / Trucks will be available at the start line to transport swimmers' bags to the finish line / All swimmers must check-in race day on the beach at 17<sup>TH</sup> Street / Restrooms are available at 17<sup>TH</sup> Street Park / THERE WILL BE NO REFUNDS.**

For more information please contact: Tom Gill at [vbls@cox.net](mailto:vbls@cox.net)

**ENTRY FORM ON BACK**



# OCEAN DISTANCE SWIM



Name: \_\_\_\_\_  
(Last) (First)

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

City : \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Age on Race Day: \_\_\_\_\_ Sex: M F (Circle One)

Entry Fee: \$ \_\_\_\_\_ T-Shirt: Small Medium Large X-Large (Circle One)

Event: August 21st: 5K\_\_\_\_, 1Mile\_\_\_\_

\*Make Check Payable to V.B.L.A. Mailed Entries due one week before event.

E-Mail Address: \_\_\_\_\_

Mail your Entry to: V.B.L.A. Ocean Distance Swims  
1804 Arctic Avenue  
Virginia Beach, VA 23451

**WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE VBLA AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.**

## WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

IN CONSIDERATION of Virginia Beach Lifeguard Association (VBLA) allowing me to participate in this event (the "Event" or "Events") I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement"):

1. I hereby represent that (i) I am in good health and in proper physical condition to participate in the Event; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.

2. I understand and acknowledge the physical and mental rigors associated with open water distance events, and realize that running, swimming, paddling and other portions of such Events are inherently dangerous and represent an extreme test of a person's physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; loss or damage to property; exposure to extreme conditions and circumstances; accidents, illness, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the acts, inaction or negligence of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event.

3. I agree to be familiar with and abide by the Rules and Regulations established for the Event. I also accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.

4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: VBLA, the Virginia Beach Lifesaving Service, the Event Organizers and Promoters, Race Directors, Sponsors, Advertisers, Host Cities, Local Organizing Committees, Venues and Property Owners upon which the Event takes place, Law Enforcement Agencies and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers **individually and Collectively, the "Released Parties" or "Event Organizers"**, with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("**Liability**") which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim. I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

PRINTED NAME OF PARTICIPANT: \_\_\_\_\_ AGE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_/\_\_\_\_/\_\_\_\_

PARTICIPANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

*As the Parent and/or Legal Guardian to the minor identified above, I hereby accept and agree to all of the terms and conditions of this Agreement in connection with the minor's participation in the Event(s). If, despite this Agreement, I, or anyone on the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.*

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

(Required if participant is under the age of 18)

Modified 07/11