



POLAR BEAR PLUNGE WAIVER AND RELEASE FORM



Participant's Name

Address

City

State

Zip

E-mail

Phone

Waiver & Release of Liability, Assumption of Risk and Indemnification Agreement In consideration of participating in the Lake James Christian Assembly Inc. Polar Bear Plunge Fundraiser (“Event”)

(1) I represent that I understand the nature of the Event and that I and/or my minor child am qualified, in good health, and in proper physical condition to participate in such Event.

(2) I acknowledge that if I and/or my minor child believe event conditions are unsafe, I and/or my minor child will immediately discontinue participation in the Event.

(3) I fully understand that this Event involves risk of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the “releasees” named below; and that there may be other risks either not known to me or not readily foreseeable at this time.

(4) I agree not to jump into the water head first.

(5) I fully accept and assume all such risks and all responsibility for losses, costs, and damages I and /or my minor child incur as a result of my and/or my minor child’s participation in the Event.

(6) I hereby release, discharge, and covenant not to sue Lake James Christian Assembly Inc, their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, owners and lessors of premises on which the event takes place, (each considered one of the ‘RELEASEES’ herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the “releasees” or otherwise, including negligent rescue operations

(7) I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my and/or my minor child’s behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost which any may incur as the result of such claim.

(8) I authorize Lake James Christian Assembly Inc. and its agents and all persons acting under its authority to promote the Event to use written statements, photos, videotapes and recordings of, about or obtained by me or my minor child or ward. I waive any right to inspect or approve the finished product or the advertising or other copy, which may be used in connection or the use to which it may be applied. I release and discharge Lake James Christian Assembly Inc, its agents and assigns and all persons acting under its authority, from any liability for any violation of any personal or property rights which I might have in connection with such materials.

(9) If registering myself, I hereby represent that I am over the age of 18. If registering a child under the age of 18 or a ward, I hereby represent that I am the parent or legal guardian of such person and have the legal authority to enter into this agreement on their behalf.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, AND PARENTAL CONSENT AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Printed name of participant

Signature of Participant (only if age 18 or over)

Date

Printed name of parent/legal guardian

Signature of Parent/Legal Guardian (if under 18)

Date

Emergency Contact Name

Emergency Contact Phone Number