



2010 Polar Bear Plunge “Freezin’ for a Reason”



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

In the consideration of participating in the Special Olympics York County’s Polar Bear Plunge, “Freezin’ for a Reason” Activity, I understand the nature of polar bear plunge events and that I and/or my child am qualified, in good health, and in proper physical condition to participate in such activity. I acknowledge that if I and/or my child believe event conditions are unsafe; I and/or my child will immediately discontinue participating in the Activity.

I fully understand that polar bear plunge events involve risks of serious bodily injury. These could include permanent disability, paralysis and/or death. This may be caused by my own actions, inactions of others participating in the event, the conditions in which the event is taking place, or the negligence of the “Releasees” named below. There also may be other risks either not known to me or not willingly anticipated at the time. I fully understand and assume such risks and all responsibility for losses, costs, and damages I and/or my child acquire as a result of my and/or my child’s participation in the Activity.

I hereby release, discharge and contract not to sue Special Olympics, Inc., Special Olympics Pennsylvania, Special Olympics York County, its respective administrators, directors, agents, officers, volunteers, employees, sponsors, advertisers or the owners and lessors of the premises on which the plunge is being held, DONSCO Incorporated, Wrightsville Borough, Eastern York County Emergency Medical Services, and Lake Clarke Rescue (all of the foregoing are “Releasees”). I hereby release 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. I further agree that if, despite this release, waiver of liability, and the assumption of risk, I or anyone on my and/or my child’s behalf makes a claim against any of the “Releasees” that I indemnify, save and hold harmless each of the “Releasees” from any loss, liability, damage or cost which may incur as the result of such a claim.

By signing this document I am in agreement, understand and have read this release and waiver of liability, assumption of risk, indemnity and parental consent agreement and all the terms and conditions involved. I understand that I have given up substantial rights by signing this document. I agree that I freely signed this document and without any incentive or reassurance of any nature. Its purpose is to 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 shall continue in full force and effect.

(Print name of participant)

(Signature of participant – ONLY IF 18 OR OVER)

Signature of Parent/Legal Guardian
(If participant is under age 18)

(Date)



(Plunge Number)