

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

In consideration of participation in the Polar Plunge fundraiser, I represent that I understand the nature of the Polar Plunging events and that I am qualified, in good health, and in proper physical condition to participate in such activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the activity.

I fully understand Polar Plunging events involve risks of serious bodily injury, including viral infections, bacterial infections and other communicable diseases and illnesses, permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the activity, 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; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the event.

I hereby release, discharge and covenant not to sue the Special Olympics, their respective administrators, directors, agents, officers, volunteers and employees, other participants any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity 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 "releasee" or otherwise, including negligent rescue operations; and I further agree that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I or anyone on my 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 many incur as the result of such claim.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, and understand 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 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, notwithstanding, shall continue in full force and effect.

Printed name of participant

Signature of participant
(if under 18 years of age must be signed by a parent or guardian)

Date

Consent to Photo Release

I give Special Olympics Tennessee permission to use my photograph in the promotion or representation of the Polar Plunge.

Printed name of participant

Signature of participant
(if under 18 years of age must be signed by a parent or guardian)

Date