



Waiver Form

If under the age of 18 form, must be signed by parent or guardian. Others age 18 or older must sign.

SPECIAL OLYMPICS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY, AND PARENTAL CONSENT AGREEMENT (“AGREEMENT”)

In consideration of participating in the Polar Plunge 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 Activity. I acknowledge that if I and/or my minor child believe the events conditions are unsafe, I and/or my minor child will immediately discontinue participation in the Activity.

I fully understand that the Polar Plunge event involves risk 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 inaction, those of others participating in the event, or the acts and/or omissions 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 that I and/or my minor child incur as a result of my and/or my minor child's participation in the Activity. I will follow COVID-19 protocols.

I hereby release, discharge, and covenant not to sue Special Olympics West Virginia, their respective administrators, directors, agents, officers, volunteers, 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 “RELEASES” 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; and 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 Releases, I will indemnify, save, and hold harmless each of the releases from any loss, liability, damage, or cost which any may occur as the result of such claim.

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 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.

PRINT NAME OF POLAR PLUNGE PARTICIPANT

Signature of Participant (only if participant is age 18 or over)

Date

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

Date