Youth Helping Youth 5th Annual P&lar Plunge

WAIVER FORM

To provide a scholarship to graduating YHY seniors

If you are under the age of 18...

A parent or guardian must sign this form and it must be turned in with your registration form in order to plunge. **If you are 18 years of age or older...** You must complete this waiver and release as followed.

YOUTH HELPING YOUTH FIFTH ANNUAL "POLAR PLUNGE" RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY, AND PARENTAL CONSENT AGREEMENT

In consideration of participating in the YOUTH HELPING YOUTH FIFTH ANNUAL 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 event 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 risks 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; and 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 activity.

I hereby release, discharge, and covenant not to sue Youth Helping Youth or Nathan Hale-Ray High School, East Haddam Youth & Family Services, Inc., the Town of East Haddam and the East Haddam Board of Education, their respective administrators, Board of 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 and/or that of my minor child 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 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.

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 extend 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 POLAR PLUNGER'S NAME

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

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

DATE