



2010 Brandywine Polar Plunge

If you are under the age of 18...

A parent or guardian must also sign this Release and Waiver; You will then need to bring it with you to registration in order to plunge.

All Participants ...

You must sign the Release and Waiver on Polar Plunge Day at registration.

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY, AND PARENTAL CONSENT AGREEMENT ("Waiver and Release")

In consideration for participation in the **BVA MAKE A SPLASH POLAR PLUNGE ("Activity")**, I represent that I fully understand the nature of the event and that I am, or my minor child is, qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I, or my minor child, believe event conditions are unsafe, I, or my minor child, will immediately discontinue participation in the Activity. I fully understand that the Polar Plunge Activity 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 Activity takes place, or the actions 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 I and/or my minor child incur as a result of my, or my minor child's, participation in the Activity.

I hereby release, discharge, and covenant not to sue Brandywine Valley Association, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, contractors, subcontractors and, if applicable, owners and lessors/lessees 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 actions or omissions 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 anyone 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 extent allowed by law. I further agree that if any portion of this Waiver and Release is held to be invalid the remaining provisions, notwithstanding, shall continue in full force and effect.

PRINT PARTICIPANT NAME

Signature of Participant

DATE

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

DATE