



Polar Plunge for Special Olympics North Dakota

**RELEASE AND WAIVER OF LIABILITY, CERTIFICATION, ASSUMPTION OF RISK,
INDEMNITY AGREEMENT, AND PARENTAL CONSENT**

In exchange for permission for me and/or my minor child to participate in the Special Olympics North Dakota Law Enforcement Torch Run **Polar Plunge**, I represent that:

*I UNDERSTAND THE NATURE OF THE ACTIVITY, and that the 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 other Activity participants, the conditions in which the Activity takes place, or the negligence of the "RELEASEES" named below; and that there may be other risks either not know to me or not readily foreseeable at this time. 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 CONSENT TO THE PARTICIPATION OF MY MINOR CHILD. (This applies only if my minor child's name is shown below as a participant.)

*I CERTIFY THAT I AND/OR MY MINOR CHILD am qualified, in good health, and in proper physical condition to participate in this Activity.

*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 child's participation in the Activity.

*I HEREBY RELEASE, DISCHARGE AND PROMISE NOT TO SUE Special Olympics North Dakota, Special Olympics, Inc., its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and landlords of premises on which the Polar Plunge takes place (each considered one of the "RELEASEES" herein), from all liability, claims, demands, losses, or damages that I and/or my minor child suffer which are caused or alleged to be caused in whole or in part by the negligence of the RELEASEES or otherwise, including negligent rescue operations.

*I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH RELEASEE from any loss, liability, damage, or cost which may occur, if, despite this release and waiver of liability, and assumption of risk, I or anyone on my and/or my minor child's behalf, makes a claim against any RELEASEE.

*I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, CERTIFICATION, ASSUMPTION OF RISK, INDEMNITY AGREEMENT, AND PARENTAL CONSENT collectively "Agreement"), UNDERSTAND THESE TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, and have signed it freely and without any inducement or assurance of any nature. No Releasee or person on behalf of any Releasee has told me anything that is inconsistent with or contrary to the terms of this Agreement. I understand that, in reliance upon my signature on this form, voluntarily give, I may be permitted to participate in the Activity noted above. I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. If any portion of this Agreement is held to be invalid, the balance shall continue in full force and effect.

Print name of Participant here

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

Signature of Participant (if age 18 or over)

Date