

SPECIAL OLYMPICS NORTH CAROLINA, INC.

(Separate form for each participant)

ASSUMPTION OF RISK ACKNOWLEDGMENT

I understand that my and/or my minor child's participation in the Special Olympics Vance County Polar Plunge ("the Activity") **involves unavoidable risks, including but not limited to the risks of serious bodily injury, permanent disability, paralysis and death.** These risks may be caused by my and/or my minor child's own actions or inaction, those of other participating in the event, the conditions in which the event takes place, or the negligence of Special Olympics North Carolina, Inc., directors, agents, officers, volunteers, and employees, other participants, sponsors, advertisers, Special Olympics Vance County, the Henderson-Vance Recreation and Parks Department, Kerr Lake State Recreation Area, the U.S. Government, or the owners or lessors of the premises on which the Activity takes place. I also understand that there may be other risks not reasonably foreseeable at this time.

I choose to participate and/or allow my minor child to participate in the Activity in spite of these risks and **I accept and assume ALL 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 understand the nature of the Activity and I represent that I and/or my minor child am qualified, in good health, and in proper physical condition to participate in the Activity. If, during the Activity, it appears that my and/or my minor child's qualifications, health or physical condition are no longer sufficient to meet the continuing demands of the Activity, I and/or my minor child will immediately discontinue that participation.

Printed name of participant

Signature of participant (all ages)

Date

Signature of parent/legal guardian
(if participant is under 18)

RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

In consideration of my and/or my minor child's participating in the Special Olympics Vance County Polar Plunge ("the Activity"), I hereby release, forever discharge, and covenant not to sue Special Olympics North Carolina, Inc., its, directors, agents, officers, volunteers, and employees, other participants, sponsors, advertisers, Special Olympics Vance County, the Henderson-Vance Recreation and Park Department, Kerr Lake State Recreation Area, the U.S. Government, or the owners or lessors of the premises on which the Activity takes place, (each considered one of the "Releasees" herein) from any and all liability, claims, or demands for any injury, illness, death or loss of or damage to property which I and/or my minor child may suffer while participating in the Activity. This release and waiver of liability specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of any of the Releasees, including negligence in rescue operations. I further agree that if I or anyone on my and/or my minor child's behalf makes a claim or demand 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, including but not limited to the costs of reasonable attorneys fees incurred to defend the claim.

I have read the RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT and I **understand that I give up substantial rights by signing it.** I represent that I have signed it freely and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and I 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 (only if over 18)

Date

Signature of parent/legal guardian
(if participant is under 18)