Grumpy Plunge Release and Waiver Liability, Assumption of Risk, and Indemnity and Parental Consent Agreement

In consideration of participating in the Grumpy Plunge, (1) I represent that I understand the nature of the Grumpy Plunge event and that I and/or my minor child am qualified, in good health, and in proper physical condition to participate is 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. (2) I fully understand that the Grumpy 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 (3) 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. (4) I hereby release, discharge, and covenant not to sue the Grumpy Plunge coordinators, its respective administrators, 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 caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations; and (5) I further agree that if, despite this release and waiver of liability, assumption of risk and indemnity, and parental consent agreement, I or anyone on my and/or my 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 a result of such claim. (6) I have read this RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK, AND INDEMNITY, AND PARENTAL CONSENT AGREEMENT, understand that I have given up substantial rights by signing it and have signed if 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.

Media Release
I authorize the Grumpy Plunge and its agent and all persons acting under its authority to promote the Grumpy Plunge to use written statements, videotapes and recordings of me, about me or obtained by me. I waive any right to inspect or approve the finished product or the advertising or other copy, which may be used in connection or the use to which it may be applied. I release and discharge Grumpy Plunge its agents and assigns and all persons acting under its authority, from any liability for any violation of any personal or property rights which I might have in connection with such materials.

Printed name of participant ____________________________ Date ____________________________

Signature of participant (18 or older) ____________________________ Signature of Parent/Legal Guardian (if participant under age 18) ____________________________

EMERGENCY CONTACT NAME: ____________________________
Daytime phone: ____________________________