

**EES POLAR PLUNGE
RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY, AND PARENTAL CONSENT
AGREEMENT**

IMPORTANT NOTICE: In order to participate, this Waiver Agreement Form must be printed, signed, and turned in on, or before, the day of the event.

In consideration of participating in the Polar Plunge event for the Essex Elementary PTO (the "Activity"), I represent that I understand the nature of cold water activities and that **I and/or my minor child am qualified, in good health, and in proper physical condition to participate** in such Activities. I further acknowledge that the Activity will be conducted in the Essex River at Conomo Point in Essex, MA. I acknowledge that if I and/or my minor child believe that any event conditions are unsafe, I and/or my minor child will immediately discontinue participation in the Activity. I acknowledge that there is a risk of being exposed to or becoming ill with COVID-19.

I fully understand that cold water events involve 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 also agree not to jump into the water head first.**

I hereby release, discharge, and covenant not to bring suit against the Essex Elementary PTO, 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 as 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 I further agree that if, despite this release, waiver of liability, and assumption of risk that 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 authorize the Essex Elementary PTO and its agents and all persons acting under its authority to promote the Event to use written statements, photos, videotapes and recordings of, about or obtained by me or my minor child or ward. 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 the Essex Elementary PTO, 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.

If registering myself, I hereby represent that I am over the age of 18. If registering a child under the age of 18 or a ward, I hereby represent that I am the parent or legal guardian of such person and have the legal authority to enter into this agreement on their behalf.

I have read this **RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, 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 and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

NAME of Participant (Please Print)

SIGNATURE of Participant (only if age 18 years old or over) OR of Parent/Guardian of Participant (if under 18 years old)

Printed name of person signing (must be legible): _____

Signed Date: ____ / ____ / ____