



## Waiver and Release

In consideration of participating in the Special Olympics Pennsylvania (SOPA) Polar Bear Plunge ("a plunge into the Delaware River") at Neshaminy State Park). I represent that I understand the nature of the event. I represent that I am, and my minor children participating are, qualified to participate in the event. I acknowledge that I have been advised by SOPA to consult with a physician prior to participation. I acknowledge that if I believe the event conditions are unsafe for me or my minor children I will immediately discontinue participation in the event. I fully understand that the Polar Bear Plunge 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. I also understand that there may be other risks either not known to me or not readily foreseeable at this time. I give my permission for photographs taken at the event in which my image, or the image of any of my minor children appears, to be used for promotional and/or advertising purposes by Special Olympics Pennsylvania without compensation to me or my minor children. I agree to release Special Olympics Pennsylvania from all claims and liability relating to the use of my name, likeness, photograph, or statement. I fully accept and assume all risks and all responsibility for losses, costs and damages that I incur in connection with my participation, or the participation of my minor children, in the event. I hereby release from all liability, discharge and covenant not to sue: Special Olympics Pennsylvania and its administrators, directors, agents, volunteers, and employees; other participants; sponsors; advertisers; and the owners and lessors of the premises on which the event takes place, The Union Fire Company and Rescue Squad, The City of Bensalem and/or The Pennsylvania Department of Conservation and Natural Resources and the Commonwealth of Pennsylvania's Department of Transportation (all and each of the foregoing are "Releasees"). I understand that I am releasing all claims, demands, losses or damages or any kind, whether sustained by me or my minor children, whether caused in whole or part by the negligence of Releasees or otherwise, including negligent rescue operations. I further agree that if, despite this release, waiver of liability and assumption of risk, anyone makes a claim against the Releasees on behalf of me or my minor children, I will indemnify, save and hold harmless each of the Releasees from any loss, liability, damage or cost which may result from 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 and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

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Signature of Participant or Parent/Guardian Signature

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Date