



# Plunge Participant Form

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_

BROKEN ARROW GOLF AND ATHLETIC CLUB, BROKEN ARROW PUBLIC SCHOOLS, BROKEN ARROW SPECIAL OLYMPICS

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

In consideration of participating in the Broken Arrow Golf and Athletic Club - Broken Arrow Public Schools – Broken Arrow Special Olympics Polar Bear Plunge, a charitable fundraising event to benefit the Broken Arrow Public Schools Special Olympics team that may involve the taking of a cold-water plunge, I represent that I understand the nature of the Polar Bear Plunge events and that I am qualified, in good health, and in proper physical condition to participate in such activity. I acknowledge and agree that if at any time I believe event conditions are unsafe, I will immediately discontinue participation in the activity.

I fully understand that Polar Bear Plunge events are voluntary and may involve the risk of serious bodily injury, including permanent disability, paralysis and death, which may be caused by (a) the actions or inactions of myself or others participating in the event, (b) the conditions in which the event takes place, or (c) the negligence of the "Releasees" named below. I further understand that there may be other risks either not known to me or not readily foreseeable at this time. I fully accept and assume all such risks and all responsibility for losses, costs, and damages I may incur as a result of my participation in the activity.

I hereby release, discharge, and covenant not to sue Broken Arrow Golf and Athletic Club or Broken Arrow Public Schools or Broken Arrow Special Olympics their respective administrators, directors, agents, officers, volunteers, and employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of the 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. I further agree that if, despite this release, waiver of liability, and assumption of risk, I make 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 have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY 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, 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.

Participant's Name \_\_\_\_\_

Parent's Signature if under 18 years of age \_\_\_\_\_

Participant's Signature \_\_\_\_\_

Date \_\_\_\_\_