

**SPECIAL OLYMPICS INDIANA  
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY, AND  
PERSONAL, PARENTAL AND GUARDIAN CONSENT AGREEMENT ("AGREEMENT")**

In consideration of my participation, the participation of my minor child or the participation by the protected person whom I am guardian (a minor or protected person referred to herein as a "Participant") in the Special Olympics Indiana Polar Plunge Plunge ("Activity"), I represent that I understand the nature of polar plunge events and that I or the Participant is qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I for myself, for my minor child or for the protected person believe event conditions are unsafe, I, my minor child, or the protected person will immediately discontinue participation in the Activity.

I fully understand that polar plunge 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 the Participant, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "Released Parties" 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 for myself and the Participant all such risks and all responsibility for such injuries (including death), disability, losses, costs, expenses and damages of whatever kind or nature whatsoever, that occur as a result of my or the Participant's participation in the Activity.

I for myself, and for the Participant, hereby release, discharge, and covenant not to sue Special Olympics, Inc., Special Olympics Indiana, Inc. and/or 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 "RELEASED PARTIES" herein) from any and all liability, claims, costs, expenses, demands, losses, or damages on my account, and the Participant's account caused or alleged to be caused in whole or in part by the negligence of the "Released Parties" or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my or the Participant's behalf, makes a claim against any of the Released Parties, I, my estate or the estate of the Participant will indemnify, save, and hold harmless each of the Released Parties from any loss, liability, damage, or cost which any may incur as the result of such claim.

I also grant Special Olympics Indiana permission to use my likeness, image, voice and words on television, radio, film, or in any form to promote activities of Special Olympics Indiana.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, AND PERSONAL, PARENTAL AND GUARDIAN CONSENT AGREEMENT, understand that I have given up substantial rights FOR MYSELF AND THE PARTICIPANT 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.

\_\_\_\_\_  
Printed name of participant

\_\_\_\_\_  
Signature of Participant (only if age 18 or over)

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent/Legal Guardian  
(if participant under age 18 or under Guardianship)