

Rotary Club of Forest Lake's Winter Plunge Release and Waiver of Liability, Assumption of Risk, and Indemnity, and Parental Consent Agreement

Waiver of Liability, Assumption of Risk, Indemnity, and Parental Consent Agreement. In consideration of my participating in the Rotary Club of Forest Lake ("RCFL") Winter Plunge ("Winter Plunge") I agree as follows:

1. I acknowledge that the nature of the Winter Plunge involves jumping into icy cold water outdoors in the winter in Minnesota and that I and/or my minor child am qualified, in good health, and in proper physical condition to participate undertake such activity.
2. 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 Winter Plunge.
3. I fully understand that the Winter 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 Winter Plunge, 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.
4. I realize that no activity is without the possibility of unforeseen hazards, which could result in injury to an individual. As a parent/guardian, I am aware of the responsibility to instruct my child(ren) of the importance of conduct that will ensure safety and enjoyable time while participating in this activity. In consideration of the participation by myself and child(ren) and by signing this form, I, as a parent/guardian or other responsible party, agree to assume the risks and hazards, which are inherent in this kind of activity for myself and my child/ren.
5. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Forest Lake Rotary has put in place preventative measures to reduce the spread of COVID-19 and recommends that state and local guidelines are followed in regard to COVID-19; however, Forest Lake Rotary cannot guarantee that you or your child(ren) will not become infected with COVID-19. By signing you acknowledge and assume all risks for participating in this event
6. I accept and fully 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 Winter Plunge.
7. I hereby release, discharge, and covenant not to sue the Rotary Club of Forest Lake, Rotary International, their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Winter Plunge 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

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8. 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, defend and hold harmless each of the "Releasees" from any loss, liability, damage, or cost which any may incur as the result of such claim.

Media Release. I authorize the Rotary Club of Forest Lake and its agents and all persons acting under its authority to promote the Winter Plunge, future Winter Plunges and other Rotary Club of Forest Lake events/fundraisers, to use written statements, photographs, videotapes and recordings of me, about me or obtained by me without compensation. I understand such materials may be used on the internet. 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 Rotary Club of Forest Lake 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. I agree that all such materials are without monetary value.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY, AND PARENTAL CONSENT AGREEMENT, understand that I have given up, and by signing it am giving up, substantial rights. I have signed it freely and without any inducement or assurance of any nature. I intend this 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.

By signing this form I acknowledge I have read, I understand and agree to the above rules and Waiver and Release from Liability. I warrant that I am physically fit and in good health to participate in this event.

Printed Plunger Name & Age: _____

Printed Plunger Address: _____

Plunger Phone Number: _____

Organization Participant is Plunging for: _____

Signature(s)- (Parent or Guardian signature required if Plunger is under age 18):

Plunger: _____ Date _____

Parent/Guardian: _____ Date _____

Emergency Contact Name & Relationship: _____

Emergency Contact Phone Number: _____