

CHESAPEAKE CLIMATE ACTION NETWORK
PARTICIPANT WAIVER, RELEASE OF LIABILITY -COVENANT NOT TO SUE & IMAGE RELEASE ("RELEASE")
Polar Bear Plunge 01/24/2015
National Harbor, MD 20745

In consideration of being allowed to participate in any way in the above referenced Polar Bear Plunge competition(s), race(s), related events and/or activities (the "Event"), I, _____, the undersigned, acknowledge, appreciate, and agree that:

1. I have acknowledged and agreed to, and do hereby ratify and confirm, the Event's "Agreement, Waiver, Release of Claims, Warning of Risk and Assumption of Risk" (the "Agreement", the provisions of which Agreement are currently available for re-review at <http://keepwintercold.org>).
2. The risk of injury and/or death from the activities involved in the Polar Bear Plunge and the Event is significant including, but not limited to the following: (i) drowning; (ii) near-drowning; (iii) sprains; (iv) strains; (v) fractures; (vi) heat and cold injuries; (vii) over-use syndrome; (viii) injuries involving vehicles; (ix) animal bites and/or stings; (x) contact with poisonous plants; (xi) accidents involving, but not limited to swimming, paddling, climbing, biking, hiking, skiing, snow shoeing, travel by boat, truck, car, or other convenience; (xii) heart attack; and (xiii) the potential for permanent paralysis and/or death. While particular rules, equipment, and personal discipline may reduce this risk, the risk of death or serious injury does exist;
3. AFTER OPPORTUNITY TO FULLY INFORM MYSELF ABOUT THE EVENT, I KNOWINGLY AND FREELY ASSUME AND ACCEPT ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, and assume full responsibility and all risks for my participation in the Event;
4. I voluntarily agree to comply with the stated and customary terms and conditions for participation including, but not limited to those herein and those in the Agreement. If, however, I observe any unusual and/or significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest official;
5. I, for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE Chesapeake Climate Action Network, National Harbor, the owners and lessors of the premises used to conduct the Event, and the officers, directors, representatives, members, managers, officials, principals, shareholders, agents and/or employees of each of them, as well as their subsidiaries, affiliates, assigns, independent contractors, sponsoring agencies, sponsors, advertisers, and volunteers (collectively, the "Releases"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, and/or loss or damage to person or property, incurred by me in connection with participation in the Event. I further agree to indemnify, defend and hold harmless Releasees from any loss, liability, cost, claim or damages arising from my participation in or association with activities and events organized and sponsored by the Chesapeake Climate Action Network, or otherwise connected with the Event, except to the extent caused by that Releasees gross negligence or willful misconduct.
6. I attest and verify that, unless otherwise indicated below, I am over 18 years of age, am free from all illnesses, injuries and defects that could interfere with my safe participation in the Event and that I am physically fit and sufficiently trained to participate in all activities associated with the Event. I am not now, and shall not during the Event, be under the influence of alcohol, drugs, or any medication that might adversely affect my ability to safely participate therein. My participation in activities and events organized or sponsored by Chesapeake Climate Action Network, is entirely voluntary.
7. I consent to administration of first aid and other medical treatment in the event of injury or illness and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment.
8. The Releasees reserve the right, in their sole and absolute discretion, to postpone, cancel, or modify the event due to weather conditions, Acts of God or other factors beyond the control of the Releasees that might affect the health and/or safety of the participants. No refunds will be granted.
9. I irrevocably grant unlimited permission to Releasees, to use, reproduce, sell and distribute any and all photographs, images, videotapes, motion pictures, recordings, or any other depiction of any kind of me or of my participation in the Event or related activity for any legitimate purpose in perpetuity and I understand that I shall not be entitled to any compensation therefore.
10. I hereby irrevocably and absolutely grant permission to the Releasees to film, videotape and record gratis the performance of the above named participant (referred to herein as "I", "me", "my") in the Event and subsequently to telecast, sell, distribute and otherwise utilize the same in whatever manner Releasees shall deem appropriate. Such permission shall include granting the unlimited and irrevocable right to Releasees, without compensation of any kind to me, to use, reproduce or broadcast, my name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with the Event without compensation of any kind to me. I acknowledge that Releasees and their representatives shall have the unlimited right throughout the world to copyright, use, reuse, publish, republish, broadcast and otherwise distribute depictions of or information about me and all or any portion of the Event in which I may appear on any and all radio, network, cable and local television programs and in any print materials and in any other format or media (including electronic media) now known or hereinafter devised in perpetuity and without compensation to me. In consideration and in return for being allowed to participate in the Event, I release and agree not to sue the Releasees from all present and future claims regarding my participation in the Events that may be made by me, my family, estate heirs, or assigns.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature _____

Date _____

EMERGENCY CONTACT INFORMATION (required)

Name _____

Phone _____

MINORS: IF UNDER 18 – SIGNATURE OF PARENT OR GUARDIAN (required)

The undersigned hereby certifies, warrants and represents that he/she/they is or are the parent or legal guardian of the signer of the above Release (the "Participant"), and that after fully informing myself regarding the nature and risks of the Event, and have full right and authority to do so, I give my permission for Participant to participate in the same and by my signature below I fully ratify, accept and agree to all of the terms of the above Release both for myself individually and as parent or legal guardian of the Participant.

Signature _____

Relationship to minor _____

Date _____

Name _____