

## Release and Waiver Liability, Assumption of Risk and Indemnity and Parental Consent Agreement



In consideration of participating in the Arctic Splash event:

- (1) I represent that I understand the nature of the Arctic Splash event and that I and/or my minor child or ward am qualified, in good health, and in proper physical condition to participate in this event.
- (2) I acknowledge that if I and/or my minor child or ward believe(s) event conditions are unsafe, I and/or my minor child or ward will immediately discontinue participation in the Arctic Splash event.
- (3) I fully understand that the Arctic Splash event involve risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my and/or my minor child's or ward's 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" (defined below in Section (6)); and that there may be other risks either not known to me or not readily foreseeable at this time.
- (4) I agree not to jump into the water head first.
- (5) I fully accept and assume on my behalf and/or on behalf of my minor child or ward all such risks and all responsibility for losses, costs, and damages I and/or my minor child or ward incur as a result of my and/or my minor child's or ward's participation in the Arctic Splash event.
- (6) I hereby release, discharge, and covenant not to sue Arctic Splash and their respective affiliates, administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Arctic Splash event 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.
- (7) 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 or ward's behalf, makes 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.
- (8) I authorize Arctic Splash and its agents and all persons acting under its authority to promote the Arctic Splash event to use written statements, videotapes and recordings of, about or obtained by me or my minor child or ward. 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 Arctic Splash, 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.
- (9) If registering myself, I hereby represent that I am over the age of 18. If registering a child under the age of 18 or a ward, I hereby represent that I am the parent or legal guardian of such person and have the legal authority to enter into this agreement on their behalf.

I have read this Release and Waiver of Liability, Assumption of Risk, and Indemnity and Parental Consent Agreement, understand that I have given up substantial rights by accepting it and have accepted it freely and without any inducement or assurance of any nature and intend it 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 Release and Waiver of Liability, Assumption of Risk, and Indemnity and Parental Consent Agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.



### Media Release

I authorize Arctic Splash and its agents and all persons acting under its authority to promote the Arctic Splash to use written statements, videotapes and recordings of me, about me or obtained by me. 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 Arctic Splash 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 accept the terms of this Release and Waiver of Liability, Assumption of Risk, and Indemnity and Parental Consent Agreement.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent's Signature \_\_\_\_\_ Date \_\_\_\_\_  
(If under 18 years old)