



Patterson Harbor Marina & Resort

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AND PARENTAL CONSENT AGREEMENT (“AGREEMENT”)

In consideration of participating in the Patterson Harbor Marina & Resort Polar Plunge benefiting the Team-Mates Mentoring Program and the Leon Harder Memorial Scholarship, I represent that I understand the nature of the Plunge event and that I and/or my minor child am in good health and proper physical condition to participate in such an activity. I acknowledge that if I and/or my minor child believe event conditions are unsafe or are detrimental to my health I and/or my minor child will immediately discontinue participation in the activity.

I fully understand that the Polar Plunge sponsored by Patterson Harbor Marina and benefitting TeamMates Mentoring Programs and the Leon Harder Memorial Scholarship, 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 event, the conditions in which the event takes place. I fully accept and assume risk 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 Activity.

I hereby release, discharge and covenant not to sue JN Company, Inc. d/b/a Patterson Harbor Marina & Resort, Alma Rotary Club, event benefactors, event sponsor sites, directors, agents, officers, volunteers, employees, other participants, any advisors and if applicable, owners and lessors of premises on which the Activity takes place (each considered one of the “releases” herein), from all liability, claims, demands, losses or damages on my account and/or that of my minor child for any reason whatsoever through rescue operations; and I further agree that if, despite the release, waiver of liability, and assumption of risk, I, or anyone on my and/or my minor child’s behalf makes a claim against any of the “Releases”, I will indemnify, save and hold harmless each of the releases from any loss, liability, damage or cost which any incur as the result of such claim. 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 signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete unconditional release of all liability to the greatest extent allowed by law and agree that any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Print Participants Name Participants Age on Day of Plunge

Signature of Participant (only if 18 or older as of date signed) Date

Name and Signature of Parental/Legal Guardian (if participant under age 18) Date