



SPECTATOR WAIVER AND RELEASE

SPECIAL OLYMPICS MARYLAND RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY, AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

In consideration of participating in the Special Olympics Maryland MSP Polar Bear Plunge ("Activity"), I represent that I understand the nature of Polar Bear Plunge events and that I and/or my minor child am qualified, in good health, and in proper physical condition to participate in such Activity. 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 Activity. I further acknowledge that I am and/or my minor child is participating in the Activity in a location and under circumstances that I have chosen, assessed, and deemed safe, and that any risks associated with participating in the Activity are risks I have chosen to assume for me and/or my minor child, and that none of the Releasees, as defined below, have made any choices for, or imposed any risks on, me and/or my minor child. I fully understand that Polar Bear Plunge events involve risks of serious bodily injury, including viral infections, bacterial infections and other communicable diseases and illnesses, 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, 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; and I fully accept and 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 Activity. I hereby release, discharge, and covenant not to sue Special Olympics, Inc., Special Olympics Maryland, 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 "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 I further agree that if, despite this 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 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. I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, 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 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. I give my permission for photographs taken at the event in which my image, or the image of any of my minor children appears, to be used for promotional and/or advertising purposes by Special Olympics Maryland, Inc., without compensation to me or my minor children.

Printed Name of Spectator

Signature of Spectator (only if age 18 or over)

Signature of Parent/Legal Guardian (if Participant is under age 18)

Date



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