

# 2023, 11th Annual Plunge Benefit-t-t-ting Kids in the Creek and Environmental Education

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

In consideration for participation in the 2023 Plunge (“Activity”). I represent that I fully understand the nature of the event and that I am, or my minor child is, qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I, or my minor child, believe event conditions are unsafe, I, or my minor child, will immediately discontinue participation in the Activity. I fully understand that the Activity 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 Activity takes place, or the actions or omissions of the “Releasees” named below; and that there may be other risks either not known to me or not readily foreseeable at the 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, or my minor child’s participation in the Activity.

I hereby release, discharge, and covenant not to sue Haywood Waterways Association, Inc. and/or the Town of Canton, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, contractors, subcontractors, and, if applicable, owners and lessors/lessees 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 and/or that of my minor child, caused or alleged to be caused in whole or in part by the actions or omissions 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 anyone may incur as the result of such claim.

I have read the 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 to be a complete and unconditional release of all liability to the greatest extent allowed by law. I further agree that if any portion of this Waiver and Release is held to be invalid the remaining provisions, notwithstanding, shall continue in full force and effect.

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Print Participant Name

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Signature of Participant Date

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Signature of Parent/Guardian Date  
(if participant is under age 18)

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