

'Port Plunge
Get Frozen in Fairport Harbor

Presented by: Fairport Harbor Arts and Culture Alliance

Participant's Information

First Name: _____ Last Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Age: _____

Email: _____

Cash \$30

Waiver: All Plungers under 18 years of age must have a parent or guardian sign the following consent/waiver.

In consideration of participating In the Port Plunge, I represent that I understand the nature of the Port Plunge events and that I and/or my minor child are 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 fully understand that Port Plunge event 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, or the negligence of the "releases" 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 Village of Fairport Harbor, Lake Metroparks, Fairport Harbor Arts and Culture Alliance, Fairport Harbor Fire Department, 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 "RELEASES" 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 "releases" 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 Releases, I will indemnify, save, and hold harmless each of the releases 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 is any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

I also hereby consent to and permit emergency treatment in the event of illness or injury. I also grant you permission to use my name, picture, voice, and words in television, radio, films, newspaper, magazines, and other media, in any other form not heretofore described.

Print the name of Participant here

Date

Signature of Participant

Signature of Parent/Guardian (if under age 18)