

ASSUMPTION OF RISK, RELEASE AND PERMISSION

Boulder County AIDS Project Polar Plunge 2015

The Polar Plunge involves jumping into cold water, standing and walking upon ice, walking and lingering in the snow in the vicinity of the Plunge, entering, exiting and lingering in a heated tent and among the crowd gathered for the Plunge, and traveling to and from the Plunge, and its various attractions have inherent risks, hazards and dangers. I hereby expressly assume all risks, including bodily and personal injury, death, property loss or other damages of any kind arising in any way out of my participation in the Polar Plunge and related activities.

It is my responsibility to dress appropriately. Although refreshments and other assistance may be made available during this event, I am solely responsible for my own health and safety. I represent that I am physically fit and able to participate in this event.

I hereby for myself, my heirs, executors and administrators, release, discharge, agree not to sue and agree to indemnify and hold harmless the City of Boulder, Clear Channel, and the Boulder County AIDS Project, their respective officers, directors, volunteers, employees, sponsors and agents, from any and all liability, claims, demands and causes of action whatsoever, arising out of my participation in this event and related activities – whether resulting from the negligence of any of the above or from any other cause.

My assumption of risk and release hereunder shall be as broad and inclusive as is permitted under applicable law. If any portion of this agreement is held invalid, the remainder shall continue in full force and effect.

I grant full permission to the organizers of this event to use, re-use, publish and re-publish my name and image as a participant in the event in photographs, video or other recordings.

I have read, understand and agree to the terms of this agreement. I agree to comply with the right of the Boulder County AIDS Project and Boulder Reservoir staffs to remove anyone from the water, at any time, for any reasonable cause.

Signature

Date

Print name

Phone

Street Address (please print)

City, State and Zip code

E-mail

If Participant is a minor (under the age of 18) or acts in accordance with a legal guardian, the parent or guardian must agree to the below:

I am the parent and/or legal guardian of Participant, and I hereby consent to his/her participation. I have read the foregoing agreement, and I hereby agree on behalf of myself and Participant to its terms.

Signature of parent or guardian

Print name of minor

Print name of parent or guardian

Date