



## 2010 PENGUIN PLUNGE WAIVER

In consideration of participating in the **Law Enforcement Torch Run® Penguin Plunge** (“Event”), I represent that I understand the nature of the Event and that I and/or my minor child is qualified, in good health, and in proper physical condition to participate in such Event. 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 Event.

I fully understand that Event involves risk 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 “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 Event. Additionally, I grant Special Olympics Idaho permission to use my likeness in any media form.

I hereby release, discharge, and covenant not to sue Special Olympics Idaho, Law Enforcement Torch Run®, Wal-Mart, ALL OTHER SPONSORS INCLUDED HERE, Special Olympics, Inc., their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Event 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 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 to 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.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Signature of Parent or Guardian \_\_\_\_\_ Date \_\_\_\_\_

(If under the age of 18 years old)