

Polar Bear Dunk Tank Plunge

Waiver of liability, assumption of risk, indemnity agreement, and notice of photography

First Name (Please Print) _____

Last Name (Please Print) _____

Waiver: In consideration of my attendance at or participation in the Polar Bear Dunk Tank Plunge event taking place at the Chambersburg Ice Fest on the property of the Borough of Chambersburg, Pennsylvania (hereinafter “the Facility”) during Saturday, January 27th, 2018, I for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue: Greater Chambersburg Chamber of Commerce, Greater Chambersburg Chamber Foundation, IceFest, M&T Bank, Borough of Chambersburg, Franklin County Government, Downtown Business Council, Downtown Chambersburg Inc., Council for the Arts, Relay for Life, Rotary Club of Chambersburg, Chambersburg Rental and Leadership Franklin County from any and all claims of liability for personal injury, accident or illness (including death) and property loss arising from my presence at the Polar Bear Dunk Tank Plunge event. Furthermore, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive discharge and covenant not to sue the volunteers(s) or sponsors(s) at the Polar Bear Dunk Tank Plunge event from any and all claims of liability for personal injury, accident or illness (including death) and property loss, exclusive of those claims arising from the gross negligence of the volunteer(s), arising from my participation in the Polar Bear Dunk Tank Plunge activity.

Assumption of Risks: The use of the Polar Bear Dunk Tank Plunge at the Chambersburg Ice Fest, Pennsylvania (hereinafter “the Facility”) carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as joint or back injuries, broken bones, heart attacks, head injuries, severe physical trauma and/or psychological trauma 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand and appreciate these and other risks that are inherent in the Polar Bear Dunk Tank Plunge activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks. Indemnity and Hold Harmless: I also agree to INDEMNIFY AND HOLD HARMLESS: Greater Chambersburg Chamber of Commerce, Greater Chambersburg Chamber Foundation, Ice Fest, M&T Bank, Borough of Chambersburg, Franklin County Government, Downtown Business Council, Downtown Chambersburg Inc., Council for the Arts, Chambersburg Relay for Life, Rotary Club of Chambersburg, Chambersburg Rental and Leadership Franklin County, their volunteers, sponsors, officers and employees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in the Polar Bear Dunk Tank Plunge activity. I further agree to INDEMNIFY AND HOLD HARMLESS the Ice Fest volunteer(s) and sponsor(s) from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees, exclusive of those claims arising from the gross negligence of the volunteer(s) brought as a result of my involvement in the Polar Bear Dunk Tank Plunge activity.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Pennsylvania and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of understanding: I have read this waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Notice of Photography: I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and assigns.

Printed Name _____

Signature _____

Date _____

If under 18 years old

Name of Participant _____

Name of Parent or Guardian _____

Signature of Parent of Guardian _____

Date _____