

### **Release and Waiver of Liability**

In participating in the Gavin's Got Heart Polar Plunge ("the Event"), I understand the nature of the Event and that I am in good health and proper physical condition to participate in the Event.

I understand, for instance, that jumping into cold water, standing and walking on ice, and walking in the snow in the vicinity of the Event have inherent risks. I understand that these risks include, without limitation:

- (1) risks arising from exposure to large and sudden changes in environmental temperatures that can lead to loss of consciousness, hypothermia and other life-threatening conditions;
- (2) risks involved in standing and moving about on ice and on snowy, icy or irregular terrain; and
- (3) such other risks that are inherent to the sport of cold plunging and being outdoors during winter.

I am voluntarily participating in the Event with full knowledge of the inherent risks and fully accept and assume all such risks associated with my participation in the Event and hereby release and discharge Gavin's Got Heart, as well as its officers, board members, agents, affiliates, employees, contractors, sponsors and volunteers (collectively "GGH") from all, and covenant not to sue GGH for any, liability, claims, demands, losses or damages associated with the Event.

I have carefully read, clearly understand and voluntarily sign this Release and Waiver of Liability.

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Signature

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Print Name

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Date

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Mailing Address

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Email address

**If under 18 years of age, parent or guardian must sign the following Indemnification:**

In consideration for the above minor being permitted to participate in the Event, I agree to the following waiver, release and indemnification:

The undersigned parent and/or guardian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing waiver and release and hereby stipulates and agrees to save and hold harmless, indemnify and forever defend Gavin's Got Heart and any of its officers, board members, agents, affiliates, employees, contractors, sponsors or volunteers, from and against any and all claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees) and negligence made or brought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the Event. I, for myself and on behalf of said minor, further covenant not to sue GGH for any liability, claims, demands, losses or damages associated with the Event.

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Signature of Parent or Guardian of Minor

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Print Name of Parent or Guardian

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Date