

Norfolk, Wrentham and Plainville Lions Clubs Release of Liability and Waiver of Legal Rights

Please read carefully. If you are under 18, this Release must be signed by you and your parent/guardian and brought to the Registration Table before taking the plunge. If you are over 18 and accepted this Release when you registered online, then no further action is required.

This agreement includes a release of liability and waiver of legal rights and deprives you of the right to sue any of the Norfolk Lions Club, Wrentham Lions Club, the Plainville Lions Club, the Towns of Norfolk, MA, Wrentham, MA and Plainville, MA, Lake Pearl Wrentham or other parties. Do not sign this agreement unless you have read it in its entirety. Seek the advice of legal counsel if you are unsure of its effect.

I, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement").

Although reasonable precautions are taken to provide proper organization, security and supervision for the participation in the Lions Polar Plunge at Lake Pearl in Wrentham, there can be no guarantee of absolute safety against injury and accident. There are elements of risk in any activity involving physical exertion and risk taking for an event that involves entering and leaving Lake Pearl from Lake Pearl Wrentham, 299 Creek Street, Wrentham, MA on April 6, 2019 the "Event").

I hereby represent that (i) I am in good health and in proper physical condition to participate in the Event; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.

I understand and acknowledge the physical and mental rigors associated with participating in a crowd, in cold weather, that enters Lake Pearl from Lake Pearl Wrentham to submerge and realize that swimming and submerging are inherently dangerous. I understand that participation in the Event involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; loss or damage to property; exposure to extreme conditions and circumstances; accidents, illness, contact or collision with other participants, spectators, vehicles or other natural or man-made objects; dangers arising from adverse weather conditions; imperfect terrain conditions;; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers ("Risks").

I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the acts, inaction or negligence of

the Released Parties defined below, and I expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event, including, but not limited to, driving and parking of any vehicle in order to enter and exit the Event location and consuming food and beverages while there. I also accept sole responsibility for my own conduct and actions while participating in the Event.

I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: the Event Organizers and promoters, sponsors, advertisers, the Town of Wrentham, the Norfolk Lions Club, the Plainville Lions Club, the Wrentham Lions Clubs, any Massachusetts Lions club promoting, sponsoring or encouraging participation in the Event, venues and property owners upon which the Event takes place, including specifically Lake Pearl Restaurant Management LLC and Lake Pearl Park Incorporated, law enforcement agencies and other public entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (individually and collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney fees) of any kind or nature which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which may be incurred as a result of such claim.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Signature of Participant

Printed Name:

Date:

Signature of Parent/Guardian of Participant (if under 18)

Printed Name:

Date: