

PARENT/GUARDIAN CONSENT, WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING.

Child Name: _____ Date of Birth: _____

BY SIGNING THIS AGREEMENT, I UNDERSTAND AND ACKNOWLEDGE THAT: (i) I am the parent/legal guardian of the above-named minor child (the “Child”); (ii) I give permission for the Child to participate in the virtual Polar Dip; (iii) the Child has no physical or medical condition that, to my knowledge, would endanger him/her or others if he/she participates in the virtual Polar Dip; (iv) the Child either has been given a physician’s permission to participate in the virtual Polar Dip or I have decided that he/she may participate without the approval of a physician; (v) participation in the virtual Polar Dip may involve potentially hazardous activities, including strenuous physical activity; (vi) the Child will not be supervised in any way by Camp Sunshine or its employees, agents, or representatives; any virtual Polar Dip sponsors, coordinating groups, promoters, or volunteers; or any individuals associated or affiliated in any way with the sponsorship, promotion, or execution of the virtual Polar Dip (individually and collectively, the “Releasees”); and (vii) the Releasees have no particular expertise or opportunity to control the hazards associated with the Polar Dip.

I know and understand that my child is participating in an event that is organized as a virtual activity. I will supervise my child “polar dipping” at a date and time of my choosing, in a location of my choosing, which will not have any support or security measures in place by Camp Sunshine at Sebago Lake, Inc. This is a potentially hazardous activity, which could result in injury or death.

I acknowledge that I will be supervising my child as they participate in these activities outlined by this virtual event. I will not allow my child to participate in this virtual event unless they are medically able, and by my signature, I certify that they are medically able to perform this event, and are in good health. I further agree to abide by the Center for Disease Control (CDC)'s recommendations for the prevention of the spread of COVID-19 and attest to having read the CDC's guidance at: <https://www.cdc.gov/coronavirus/2019-ncov/communication/guidance.html>. I attest that if my community has a shelter in place order, that my child will plan their “Dip” accordingly, and they will not participate outside in the community during the duration of a shelter in place order. All participants are discouraged from entering any body of water (lake, ocean, pond, river, etc., especially if located in a cold climate). I agree to use extreme caution and hold safety for myself, my child and others in the highest regard while participating in my activity, which includes taking weather conditions into account before beginning my activity.

I agree to supervise my child and abide by any decision of an event official relative to any aspect of their participation in this virtual event, including the right of any official to deny or suspend participation for any reason whatsoever. I attest that I having read the rules of the virtual Polar Dip event organized by Camp Sunshine at Sebago Lake, Inc. for the 2022 year, including the terms in this waiver, the timeline of the virtual event, and agree to abide by them. I assume all

risks associated with my child participating as part of this virtual activity, including but not limited to: falls, contact with other pedestrians, the effects of the weather, including high heat and/or humidity, freezing temperatures, snow, thunder and lightning, all such risks being known or unknown and appreciated by my child.

Having read this waiver and knowing these facts and in consideration of your accepting my child's entry, I for my child, myself and anyone entitled to act on my child's or my behalf, waive and release Camp Sunshine at Sebago Lake, Inc , all event sponsors, their representatives and successors from all claims or liabilities of any kind arising out of my child's participation in this virtual event, and waive my ability to bring any legal action against the entities outlined in this waiver as I am voluntarily electing to participate on my own as part of this virtual event.

I consent to the Minor's participation in the virtual Polar Dip and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.

I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE Camp Sunshine at Sebago Lake, Inc. ("Camp Sunshine"), its employees, agents, contractors, directors and officers, any other participants, sponsors and advertisers, premises or event inspectors, surveyors, underwriters, consultants and other persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the virtual Polar Dip and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO ME, THE MINOR, my and the minor's personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME OR THE MINOR, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.

If, despite this release, I, the Minor, or anyone on the Minor's behalf, makes a claim against any of the "Releasees" named above, I AGREE TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision of this agreement or as a consent to any waiver or modification. This agreement is intended to be a complete and unconditional release of all liability to the greatest extent allowed by law. This agreement is governed by and interpreted in accordance with the laws of the State of Maine.

PHOTO RELEASE: I understand that the virtual Polar Dip may be publicized and photos that are submitted by participants may be used by Camp Sunshine to promote the event, and hereby

grant permission to all of the foregoing Releasees to use any photographs, video, recordings, or any other record of my Child's image in publicity, news, web site, or TV broadcast, for promotion of the Polar Dip and any other legitimate purpose.

I REPRESENT THAT I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHTS THAT I OR THE ABOVE-NAMED MINOR CHILD MAY HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST THE RELEASEES. I ALSO UNDERSTAND THAT I WILL BE RESPONSIBLE FOR ALL LEGAL COSTS AND ATTORNEY FEES INCURRED BY THE RELEASEES IN CONNECTION WITH OR IN DEFENSE OF ANY CLAIM THAT IS MADE. I HAVE SIGNED THIS FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Parent/Legal Guardian Name (print): _____

Signature: _____

Date: _____

Emergency Contact: _____

Relation to Participant: _____

Phone Number: _____