

## POLAR BEAR REGISTRATION FORM Adults (19+)

\*\*\*This agreement ("Agreement") includes a waiver and release of legal rights by the party signing this Agreement. Please read the Agreement carefully.\*\*\*

The Event. Polar Bear Swim 2016 (the "Event").

<u>The Released Persons</u>. In this Agreement, the Released Persons means The Corporation of Delta ("**Delta**") and its elected officials, officers, employees, contractors, agents and volunteers (the "**Released Persons**").

<u>Pre-Condition to Participation</u>. The person signing this Agreement (the "**Participant**") acknowledges that his or her participation in the Event is conditional on the Participant providing this Agreement to Delta, and Delta does not consent to or approve of any person participating in the Event unless he or she first signs and delivers this Agreement to Delta or the person(s) designated by Delta to collect signed Agreements from participants.

<u>Inherent Risks</u>. The Participant acknowledges and accepts the inherent risks, physical stresses and dangers involved in participating in the Event, including the risk and dangers posed by the environmental and weather conditions on the day of the Event. The Participant is solely responsible to determine if he or she is in satisfactory physical heath and has the required level of fitness to participate in the Event, and that any personal equipment the Participant will use during the Event is in good operating condition and can be safely operated by the Participant.

<u>Waiver and Release of Liability</u>. The Participant waives and releases each of the Released Persons from any claims with respect to bodily injury, including death, or property damage that the Participant suffers as a result of the Participant's participation in and attendance at the Event. This waiver and release includes any damages caused to the Participant by the negligence of the Released Persons. The waiver and release granted to the Released Persons in this Agreement includes the part of any claim that the Participant makes against a third party to the extent the third party has the legal right to obtain contribution or indemnity from the Released Persons for that part of the claim.

<u>Indemnity</u>. The Participant will indemnify the Released Persons from all claims and legal actions made or threatened against the Released Persons and all liabilities, expenses (including legal fees) and damages that any of the Released Persons incur or suffer as a result of the Participant's wilful misconduct or negligence at the Event. The Participant acknowledges the Released Persons may appoint their own legal counsel to defend any such claim or threatened claim and the costs of legal counsel will be the responsibility of the Participant.

## 

DATED:

SIGNATURE OF PARTICIPANT: