

Break Through the Static's "Break Through the Ice!"
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND
INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

In consideration of participating in the Break Through the Ice! ®, I represent that I understand the nature of the event and that I and/or my minor child am qualified, in good health, and proper physical condition to participate in such an activity. I acknowledge that if I and/or my minor child believe event conditions are unsafe, I and/or my minor child will immediately discontinue participation in the Activity.

I fully understand that the Break Through the Ice! ® event involve risks of serious bodily injury, including permanent disability, cardiac arrest, and death, which may be caused by my own actions or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releases" named below; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I and/or my minor child incur as a result of my and/or my minor child's participation in the Activity.

I hereby release, discharge, and covenant not to sue not to sue Break Through the Static, event sponsor sites, and their respective directors, agents, officers, volunteers, employees, other participants, any advisors and if applicable, owners and lessors of premises on which the Activity takes place (each considered one of the "releasees" herein), from all liability, claims, demands, losses or damages on my account and/or that of my minor child caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and I further agree that if, despite the release, waiver of liability, and assumption of rise, I, or anyone on my/and or my minor child's behalf makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any loss, liability, damage or cost which any may incur as the result of such claim.

I have read this AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature, and intend it be a complete and unconditional release of all liability to the greatest extend allowed by law, both on my own behalf and on behalf of my minor child, and I agree that if any portion of this Agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Date

Printed name of Participant

Signature of Participant (only if 18 or older)

Signature of Parent or Legal Guardian (if participant is under age 18)