

BLOWING ROCK WINTERFEST 2009

RELEASE & WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of participating in the Blowing Rock Winterfest Polar Plunge, I represent that I understand the nature of the Polar Plunge event and that I am qualified, in good health, and in proper physical condition to participate in such an Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity.

I fully understand that the Polar Plunge event involves risks of a serious bodily injury, including permanent disability, paralysis, 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 "Releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue Blowing Rock Winterfest Association or Chetola Resort, its respective administrations, directors, agents, officers, volunteers, employees, other participants, any sponsors, advertisers, 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 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 this Release & Waiver of Liability, Assumption of Risk and Indemnity Agreement, I make 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 Release & Waiver of Liability, Assumption of Risk and Indemnity Agreement and 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 extent allowed by law and agree that if any portion of this Agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Participants under 18 years of age must obtain the consent of a parent or legal guardian; this consent is hereby granted by signature of parent or legal guardian below.

Jumpers under the influence of alcohol will not be permitted to jump. No refunds will be given.

Printed Name of Participant

Printed Name of Parent/Guardian

Signature of Participant

Signature of Parent/Guardian

Date