



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

19th ANNUAL PENGUIN PLUNGE

Friday, January 1, 2021

**11am at the Murray Hill Boat Launch, East Boothbay
IN RECOGNITION OF TRISH CAMPBELL AND SHAWANA KURR**

History: The Penguin Plunge first started in 2001 as an event where "Penguin Plungers" would run into the chilly water and through pledges/donations help support aquatics program at the YMCA. Starting in 2007, all the funds raised have been dedicated to pay for **free swim lessons** for all 2nd grade students in the Boothbay Region.

REGISTRATION FORM

Registration can be completed at the Y front desk prior to the event or on January 1st at the event. Pre-registration is encouraged. **ALL PARTICIPANTS MUST SIGN WAIVER ON REVERSE SIDE.**

Name _____ Age _____
Address _____ Phone _____
City _____ State _____ Zip _____ Email _____
Emergency Contact _____ Phone _____

I **agree**, or if applicable, I give my minor child permission, to participate in the Boothbay Region YMCA Penguin Plunge on January 1, 2021, and to receive medical treatment if necessary.

Signature Date

SELECT YOUR PARTICIPATION OPTION

Option 1:

\$25 Plunge Registration fee.

Option 2:

Collect \$50+ in Sponsorships for the plunge.

Option 3:

Opt out of plunging, but make a donation.

FOR MORE INFORMATION: Contact Larry Brown (380-9799) or Daniel Parrott at the YMCA (633-2855)

**BOOTHBAY REGION YMCA
RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT**

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the YMCA (YMCA refers to Boothbay Region YMCA) (or for my children to so participate) for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the YMCA, the undersigned, for himself or herself and such participating children and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the YMCA for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the undersigned and such children.

The undersigned is aware of the different types of activities, equipment, and facilities offered by the YMCA, as described in the Boothbay Region YMCA Program Guide, and is aware of the risks inherent in the participation in such activities and use of such equipment and facilities.

The YMCA conducts regular sex offender screenings on all members, participants, and guests. If a sex offender match occurs, the YMCA reserves the right to cancel membership, end program participation, and remove visitation access.

By participating in the YMCA National Membership Program (National refers to the YUSA), I agree to release the National Council of Young Men's Christian Association of the United States of America, and its independent and autonomous member associations in the United States and Puerto Rico, from claims of negligence for bodily injury or death in connection with the use of YMCA facilities, and from any liability for other claims, including loss of property, to the fullest extent of the law.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH THE YMCA, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE the YMCA and all branches thereof, its directors, officers, employees, and agents (hereinafter referred to as "releases") from all liability to the undersigned or such children and all his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned or such children whether caused by the negligence of the releases or otherwise while the undersigned or such children is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any, loss, liability, damage or cost they may, incur due to the presence of the undersigned or such children in, upon or about the YMCA premises or in any way observing or using any facilities or equipment of the YMCA or participating in any program affiliated with the YMCA whether caused by the negligence of the releases or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such children due to negligence of releases or otherwise while in, about or upon the premises of the YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the YMCA.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Maine and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ AND UNDERSTAND THIS DOCUMENT AND RELEASE

Date: _____ Signature _____

Update: 11/26/2019