



Shiver Plunge Rules

**A Shiver Elk River Event*

February 9, 2019 at Lake Orono Park

12:30 p.m. Check-In Opens 2:00 p.m. Plunge Begins

Elk River Area Chamber of Commerce (ERACC) is hosting a Shiver Plunge fundraising event. Persons jumping in the lake are "Plungers". Pledges are collected by the Plunger for a non-profit organization. Non-profit organizations include 501(c)3, church groups, and some city purposes. Tax deductibility should be discussed with your tax advisor. Plunge registration is \$40 per person. Teams are encouraged. All pledges raised will be distributed to the designated non-profit. Registration fees help defray event expenses.

1. Plungers must be at least 10 years old and in good health. Plungers under age 16 must be accompanied by parent or guardian on-site the day of the event. Those under 18 must have a Parent or Guardian signature on the waiver. Any plunger under 5 feet tall must provide and wear a personal floatation device.
2. Plungers are encouraged to raise at least \$100 for the non-profit of their choice. All pledges are to be collected and presented to ERACC at or before February 9, 2019, the date of the event.
3. Monies raised for non-profits will be distributed to the non-profit organization designated by the plunger regardless of the plunger actually taking the plunge.
4. Checks for pledged funds should be made payable to the non-profit you are supporting. ERACC will distribute funds back to each organization after the event. No credit will be given for uncollected pledges.
5. Appropriate costumes and theme plunges are highly recommended. This is intended to be a fun family/community event. ERACC may deny any Plunger with inappropriate costume from participating. ERACC's decision is final. Pledges raised, however, will still be distributed.
6. Plungers appearing to be impaired or intoxicated will not be allowed to jump. Pledges received, however, will still be distributed.
7. Plungers must be in good health to participate. It is the responsibility of each Plunger to consult his or her doctor to determine the condition of his or her health. **PLUNGERS PLUNGE AT THEIR OWN RISK.** Each Plunger must sign the Registration Agreement as well as the Release and Waiver of Liability in order to plunge. Registration fee must be paid to jump. **NO EXCEPTIONS.**
8. All Plungers must exit the water immediately after entry. Plungers **MUST** obey all instructions of the emergency divers and medical personnel on site.
9. Plungers must check in no later than 2:00 p.m. on the day of the plunge.
10. Photographs/videos of the event will/may be taken. Plungers consent to use of photos/videos without compensation.
11. No blankets or towels will be provided by ERACC. Plungers are responsible to bring their own blankets or towels. Any personal property left at the site after the event will be disposed of.
12. There is no alternate date. If the Shiver Plunge is cancelled due to weather, pledges received will be retained and distributed as described above. There are no refunds of plunging fees or pledges.
13. Plungers that are registered by January 25, 2019 will receive an event t-shirt.



SHIVER PLUNGE REGISTRATION
2:00 p.m. February 9, 2019
at Lake Orono Park, 18599 Gary Street, Elk River

(PLEASE PRINT)

Plunger Name _____ Age _____

Address _____

City State Zip _____ Phone _____

Plunger Email (**REQUIRED**) _____

Emergency Contact _____ Phone _____

Must be registered by January 25, 2019 to receive a t-shirt

Select your T-shirt size: (Unisex Adult sizes only) XS S M L XL XXL XXXL XXXXL

Name and address of Non-Profit organization for which you are plunging _____

Names of others on my team _____

Shiver Plunge Registration Fee \$40.00

Registrations without payment and waiver will not be accepted

Make checks payable to Elk River Area Chamber of Commerce

**Deliver or Mail to:
Elk River Area Chamber of Commerce
509 Highway 10
Elk River MN 55330**

(763) 441-3110 www.shiverelkriver.com

ASSUMPTION OF RISK, RELEASE OF LIABILITY, INDEMNITY, AND PARTICIPATION AGREEMENT

READ CAREFULLY. THIS IS LEGALLY BINDING. BY REGISTERING FOR THE SHIVER DASH AND/OR SHIVER PLUNGE, YOU ASSENT TO THE TERMS AND CONDITIONS BELOW.

I understand the Shiver Dash and/or Shiver Plunge events (hereinafter individually and collectively referred to as the "Event") by Elk River Area Chamber of Commerce (ERACC) is an extreme winter obstacle course, race and winter lake plunge that involves many RISKS, DANGERS and HAZARDS, which cannot be eliminated. These risks include but are not limited to weather-related hazards, variations in steepness or terrain, natural and man-made obstacles and structures, icy cold water outdoors in the winter, equipment failure, collisions with objects or structures, being struck by participants or equipment, and exceeding one's own abilities. I understand that INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE of the Event. I know these risks, dangers and hazards and others, not specifically named, may cause SEVERE PERSONAL INJURY or DEATH. I understand it is my responsibility to inspect the course, facilities, equipment and areas to be used in the Event, and that by participating in the Event, I acknowledge that I found the course, facilities, equipment and areas to be used to be safe and acceptable for participation. With full knowledge and understanding of the RISK OF SEVERE INJURY AND DEATH involved in the Event, I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES.

In partial consideration of ERACC's acceptance of my registration for the Event, I agree to comply with and be bound by the following terms:

1. I hereby unconditionally WAIVE AND RELEASE ANY AND ALL CLAIMS, AND AGREE TO HOLD HARMLESS, DEFEND AND INDEMNIFY ERACC, their respective subsidiaries, affiliates, officers, directors, volunteers, employees, agents, coaches, contractors and representatives, insurers, equipment suppliers, event organizers and sponsors, advertisers, facility operators, and property owners, including without limitation ERACC (hereinafter collectively referred to as "Releasees") from any claims, present or future, to me or my property, or to any other person or property, for any loss, damage, expense, attorneys' fees, or injury (including DEATH), suffered by any person from or in connection with my participation in the Event, due to any cause whatsoever, INCLUDING NEGLIGENCE or breach of express or implied warranty on the part of Releasees.

2. I hereby RELIEVE RELEASEES OF ANY DUTY TO PROTECT ME FROM HARM in connection with the Event in any way.

3. I authorize ERACC to obtain medical care for, or transport me to a medical facility or hospital if, in the opinion of ERACC, medical attention is required and I am unable to make such decisions for myself. I agree to pay all costs associated with such medical care and related transportation and shall DEFEND, INDEMNIFY AND HOLD HARMLESS RELEASEES of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care.

4. I agree that ERACC may halt my participation in the Event or related activities at any time it deems necessary to protect the safety of participants, spectators, and personnel. I agree that ERACC may immediately cause anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behavior endangers safety or negatively affects a person, facility, or property of any type or kind, to be removed from the course.

5. I certify that I am not, and on the date of the Event will not be, under the influence of alcohol or any drugs that would in any way impair my ability to safely participate in the Event. I further, understand that alcohol consumption prior to and during the Event is discouraged by ERACC and take full responsibility for any decision to consume alcohol at that time.

6. I agree that ERACC at its sole discretion may delay, modify, or cancel the Event if conditions or natural or man-made emergencies make administering the Event unreasonably difficult or unsafe. I agree that "emergency" is defined to mean any event beyond the control of ERACC, including but not limited to extreme heat or cold, blizzard, tornado, earthquake, flood, acts of terrorism, fire, insurrection, war, labor unrest, public disaster, and unavoidable casualty. In the event of a delay, modification, or cancellation of the Event as described, I understand that I will not be entitled to a refund of my registration fee or any other costs incurred in connection with the Event.

7. I agree that all fees and associated costs paid in registration for this Event are NOT REFUNDABLE for any reason under any circumstances, including without limitation injury, a scheduling conflict, and event cancellation.

8. I agree that my registration for the Event and this Agreement are not transferrable or assignable by me.

9. I agree to allow ERACC to make video and audio recordings of me and my voice; take and use photographs of me; record, use, display and disclose in a video or other media intended for public consumption statements and information provided by me; use the

activities listed above for direct mail, advertising, public relations and website efforts related to ERACC; and use my name in conjunction with the activities listed above. I relinquish to ERACC all rights, title and interest I may have in the finished recording, reproduction and copies of the original video or audio recordings, or in prints, negatives, digital images reproductions and copies of the original photographs and negatives. I also irrevocably grant ERACC permission to put any or all such recordings, photographs, statements and information to any and all legitimate uses ERACC may deem proper, including the right to use the same for purposes of advertising or trade.

10. I understand that I may be asked to provide my signature ratifying my assent to the terms and conditions to this Agreement as a condition of participating at the Event, and that I may not be allowed to participate if I do not provide my signature upon request prior to my participation. A parent or guardian must provide his or her name and signature if you are under age 18 years.

11. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Minnesota, without reference to principles governing choice or conflicts of laws. In addition, I agree that all lawsuits for personal injury or related loss against Releasees must be maintained in state court in Sherburne County, Minnesota or federal district court in the District of Minnesota, and I consent and agree that jurisdiction and venue for such proceedings shall lie exclusively with such courts. In the event any portion of this Agreement is found to be unenforceable, the remaining terms shall be fully enforceable.

12. PARENT OR GUARDIAN ASSENT FOR MINOR PARTICIPANTS. As the parent or guardian of the participant under age 18 years ("Minor"), I hereby make and enter into each and every agreement, representation, waiver and release described above on behalf of myself, the Minor, and any other parent or guardian of the Minor, intending that they be binding on me, the Minor, and our respective heirs, executors, administrators and assigns. I intend to give up my right, the Minor's right, and the right of any other parent or guardian to maintain any claim or suit against Releasees arising out of the Minor's participation in the Event in any way. I believe and represent that I HAVE LEGAL AUTHORITY TO MAKE THESE AGREEMENTS, REPRESENTATIONS, WAIVERS AND RELEASES, AND I AGREE TO DEFEND AND INDEMNIFY RELEASEES from and against any and all liability arising out of any lack of authority on my part to legally bind the Minor, or any unenforceability for any reason of the above agreements, representations, waivers and releases made by or on behalf of the Minor.

Please Print Name of Participant

Phone

Signature of Participant

Date

Signature of Parent/Guardian

Date