

River Town Festival "Take the Plunge" Event

You could win \$500 for your school, church or charity

Date: March 23, 2024

Time: 10 a.m.

Place: Hiwassee River Blue Way (boatdock) Cherokee Crossing, Calhoun, TN

First Name _____

Last Name _____

Age _____

Email _____

Phone Number _____

T-Shirt Size _____ Child _____ Adult _____

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY, AND PARENTAL CONSENT AGREEMENT IMPORTANT NOTICE:

In consideration of participating in the **Take the Plunge** event for The City of Calhoun River Town Days, I represent that I understand the nature of cold-water activities and that I and/or my minor child am qualified, in good health, and in proper physical condition to participate in such Activities.

I further acknowledge that the Activity will be conducted at the Hiwassee River Blueway, Cherokee Crossing in Calhoun, TN. I acknowledge that if I and/or my minor child believe that any event conditions are unsafe, I and/or my minor child will immediately discontinue participation in the Activity. I fully understand that cold water events involve risks of 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 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 The City of Calhoun, its respective administrators, directors, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered as 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, and assumption of risk that 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 RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT, AND PARENTAL CONSENT 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 and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Name of Participant _____

Signed: _____

Date _____

Signature _____

(Signature of Parent if Plunger is 18 and under)

Mail this form by March 11 to:

**The City of Calhoun
P.O. Box 115
Calhoun, TN 37309**

Or you may email to: citymanager@calhounrivertown.com