

## MWR-LED WINTER SPORTS AND RECREATIONAL ACTIVITIES RELEASE OF LIABILITY AND ASSUMPTION OF RISK

• **THIS IS A LEGAL DOCUMENT** •

*Please read and fully understand this document before signing. If you have any questions please consult an attorney.*

**Full Name of MWR Patron/Participant:**

**Parent/Guardian Name (if applicable):**

**MWR Event/Activity:** Polar Bear Plunge

**Location:** Marina B13 Lakefront

**Date of Activity:** 25JAN 2025

Navy Morale, Welfare and Recreation (MWR) is committed to operating its facilities and conducting its activities in a safe manner and holds the safety of its patrons and their guests of paramount importance. Navy MWR continually strives to reduce the risks associated with its operations and insists its patrons are aware of and follow all safety rules and instructions designed to protect them.

General. I confirm that I am an eligible MWR patron over 18 years of age, and if under 18 years of age, an authorized MWR patron participating in an MWR event/activity or utilizing MWR facilities or equipment (hereafter “MWR event/activity”) described below with express consent of my parents or other legal guardian(s). I also acknowledge that I have voluntarily chosen to participate in this Navy MWR event/activity, and that the event/activity in which I am participating has certain risks, inherent and otherwise, that cannot be completely eliminated, and these risks can cause loss, damage and destruction to equipment and personal property, accidental injury and illness, and in extreme cases, permanent trauma, disability or death.

Warning of Risk. Despite proper maintenance and preparation of facilities and equipment, instruction, medical advice, experience and conditioning, there are inherent risks of loss, damage and destruction of personal property, and accidental injury, illness, and in extreme cases, permanent trauma, disability or death when participating as a jumper/plunger, skier, passenger, bystander or spectator in close proximity of individuals engaged in a polar bear plunge, snow skiing, snowboarding, snowshoeing, tubing, sledding and other winter sport and recreational activities. Many risks associated with these activities are inherent to participation in or being in close proximity to those participating in these winter sport and recreational activities. And while not all hazards and dangers can be foreseen, I understand that there exist certain risks and dangers, and the possibility of injuries, illness, disability and death, brought about by my presence or participation, by collisions and actions to avoid collisions with other plungers, skiers, passengers, spectators and obstacles; variations in terrain; surface or subsurface snow or ice conditions; bare spots, rocks, trees, stumps, and other forms of forest growth or debris; lift towers or other forms of towers and their components, either above or below the snow surface; any other objects and structures, including, but not limited to, objects/debris in the water, to include those under the surface and along the lake bottom, as well as those visible to include the dock/gangway infrastructure, posts, tents, heaters, bonfires, fencing and event signage, utility poles, fences, posts, ski equipment, slalom poles, ropes, out-of-bounds barriers and their supports, signs, ski racks, walls, buildings and sheds, and plainly marked or otherwise visible snowmaking and snow-grooming equipment, snowmobiles, snow cats, and over-snow vehicles; and changing/degrading weather conditions. I also understand and acknowledge that there may be “free” time when I may not be actively participating as a jumper/plunger, skier or passenger in the above described activities for which I am intending to participate, including pre-event stretching, warm-up activities, and equipment and surface familiarization activities, yet potential hazards may nevertheless be present. I recognize that Navy MWR cannot guarantee my absolute safety should I participate in this MWR-led event/activity.

MWR Event/Activity. I understand and acknowledge the physical and mental rigors associated with the above described winter sports and recreational activities, and realize that these physical activities and other portions of these activities can

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be dangerous and may represent an extreme test of my physical and mental limits. I understand that my participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, illness, hyperthermia, permanent disability, paralysis and death; loss or damage to personal property; accidents from contact with other jumpers/plungers, safety personnel in the water, security and event personnel on site, skiers, passengers, vehicles, equipment, or other natural or manmade objects; exhaustion arising from exposure to adverse weather and temperatures; imperfect conditions; and environmental hazards as described herein; equipment failure; inadequate safety measures; interaction with participants of varying skill levels; situations beyond the immediate control of Navy MWR, its employees, volunteers and other event/activity organizers; the negligent acts or omissions of Navy MWR and other individuals and officials; undefined harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers. I know that I am participating in a potentially hazardous event/activity, and that I should not enter this event/activity unless I am medically able, physically capable and properly trained. I understand that these risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of other participants, or the acts, inaction or negligence of the released parties described herein. I agree to be familiar with and abide by the rules and regulations established for this MWR-led event/activity, including those below, and I also accept sole responsibility for my own conduct and actions while participating in this MWR-led event/activity, as well as the condition and adequacy of my equipment. I hereby expressly assume all such risks and responsibility including, but not limited to, drowning, numbness, disorientation, hypothermia, and other potential effects of being in very cold water, falls, contact with other participants, contact with natural and manmade objects, the effects of weather, including rain and snow, avalanches, low visibility, ground conditions, and traffic, with all such risks being known and appreciated by me.

Medical Information and Consent to Treatment. In the event of injury or illness, I authorize on behalf of myself (or my child/ward, having not attained the age of 18 years), Navy MWR to provide or otherwise secure first aid treatment, and to secure medical treatment from or at the nearest and most adequate medical facility of its choice. This first aid and medical treatment authorization is of my own free will with the sole purpose of authorizing first aid and medical treatment under non-emergency and emergency circumstances for myself (or my child or ward). I also hereby give permission for transportation to any medical facility or hospital, and I authorize for any MWR employee or volunteer, or any medical personnel to render necessary emergency medical care for my family or me. I hereby authorize the release of any medical information in the possession of Navy MWR to any medical facility, hospital, ambulance, first aid provider or other medical care provider rendering care of my behalf, whether under non-emergency and emergency circumstances and, I hereby waive any action or claim against Navy MWR and its personnel, any health care facility or provider, or first aid provider, for release of this medical information.

Specific provisions for the MWR Polar Bear Plunge.

- BY PARTICIPATING YOU ACKNOWLEDGE YOU HAVE NO KNOWN HEART PROBLEMS OR OTHER CONDITION THAT COULD BE IMPACTED BY YOUR PARTICIPATION
- BY SIGNING THIS FORM YOU AGREE THAT YOU ARE IN GOOD PHYSICAL CONDITION AND DO NOT SUFFER FROM ANY MEDICAL OR PHYSICAL CONDITIONS THAT PLACE YOU AT GREAT RISK, OR OTHERWISE SHOULD PROHIBIT YOUR PARTICIPATION IN THE POLAR BEAR PLUNGE.
- YOU AGREE TO NOT DRINK ALCOHOL PRIOR TO OR FOLLOWING THE EVENT. ALCOHOL DOES NOT WARM YOU UP - IT ACCELERATES HYPOTHERMIA.
- YOU AGREE NOT TO STAY IN THE WATER LONGER THAN 5 MINUTES.
- YOU ACKNOWLEDGE THAT BODY HEAT IS LOST 25 TIMES FASTER IN WATER THAN IN AIR.
- YOU AGREE TO NOT REMOVE YOUR OUTER CLOTHING UNTIL AT LEAST 3-5 MINUTES BEFORE SWIM TIME
- YOU SHOULD REMOVE EYE GLASSES AND VALUABLES FROM YOUR POCKETS BEFORE YOU PLUNGE.

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- YOU AGREE TO WEAR CLOSE TOED, WELL SECURED SHOES WHILE IN THE WATER. FOOTWEAR IS REQUIRED.

**WARNING: COLD WATER SWIMMING CAN PRODUCE INJURY AND/OR DEATH**

I voluntarily elect to participate in the MWR Polar Bear Plunge. I fully understand that this involves jumping or running into the cold water of Lake Michigan under winter weather conditions and that there are health and safety risks associated with this type of activity. I, therefore, assume all risk of injury and/or death associated with this event and I will not hold the United States of America, the United States Navy, Naval Station Great Lakes, Great Lakes, IL, the Non Appropriated Fund Instrumentality (NAFI), nor any employee, volunteer or sponsor liable for any injury, incident or circumstance related to this event.

I hereby confirm that I am in good physical condition and do not suffer from any disabilities or physical conditions that places me at risk or otherwise should prohibit my participation in the MWR Polar Bear Plunge.

Furthermore, in consideration of my participation in this program, I, myself, my heirs and assigns, release the U.S. Navy and NAFI, their sponsors and any volunteers, from any and all claims, actions, demands, expenses liabilities (including reasonable attorney's fees) and negligence made or brought by myself or said minor or by anyone on behalf of said minor, as a result of participation in the Event.

I hereby affirm that I fully understand the preceding paragraphs and volunteer to participate at my own risk.

Footwear is required due to safety concerns and the fact that numb feet may not feel objects in the water.

I acknowledge that I have read and understand and am in compliance with the above.

<b>ACKNOWLEDGMENT AND SIGNATURE</b>
<p>By my signature, below, I unconditionally release the Department of the Navy, Navy MWR (a nonappropriated fund instrumentality (NAFI)), and its employees against and for all liability, cost, expenses, claims, and damages for which the U.S. Navy or Navy MWR might otherwise become liable by reason of any accidents, or injuries to or death by any persons, or damage to property, or both, in any manner arising or resulting from, caused by, connected with or related to the presence of any such person upon such property, facilities or premises, regardless of how, where, or when such injury, death or damage occurs even if caused by the negligence of Department of the Navy, Navy MWR (NAFI), agents, servants, or employees, or due to conditions or operation on or defects in the premises. Further, my signature below also signifies that I have read this RELEASE OF LIABILITY AND ASSUMPTION OF RISK document and fully understand all its terms. I execute it voluntarily and with full knowledge of its significance.</p>
<p><b>FULL NAME OF MWR PATRON/PARTICIPANT:</b> (Please Print)</p>
<p><b>FULL NAME OF PATRON'S/PARTICIPANT'S PARENT OR LEGAL GUARDIAN(S):</b> (Please Print)</p>
<p><b>SIGNATURE OF PATRON'S/PARTICIPANT'S PARENT OR LEGAL GUARDIAN(S):</b></p>
<p><b>DATE OF SIGNATURE:</b></p>

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