

## **Release of Liability for 2026 Wainscott Polar Bear Plunge**

I understand the Sag Harbor Community Food Pantry, with a mailing address of P.O. Box 3191, Sag Harbor, NY 11963 ("The Food Pantry") is sponsoring the Wainscott Polar Bear Plunge on Thursday, January 1, 2026, located at Beach Lane, Wainscott, NY (the "Polar Bear Plunge").

In connection with the Polar Bear Plunge, I understand, acknowledge and agree as follows:

1. Participation in the Polar Bear Plunge is completely voluntary, and it is solely my decision to participate. The Food Pantry is in no way requiring me to participate in the Polar Bear Plunge.
2. The Polar Bear Plunge involves physical movement, to include the ability to swim in cold ocean water, which involves risk of injury. I acknowledge and agree that I am in good health and in proper physical condition to participate in the Polar Bear Plunge. I understand that I must judge my own capabilities with respect to participating in the Polar Bear Plunge and will only participate in activities that are within my limits and capabilities. I acknowledge that it is my sole responsibility to confirm that there is no medical or other reason preventing me from participating in the Polar Bear Plunge. If I am pregnant, I shall only participate in the Polar Bear Plunge after I have discussed the potential risks with my obstetrician. I shall follow my obstetrician's advice and instructions about whether and to what extent I can participate in the Polar Bear Plunge.
3. I am aware that my participation in the Polar Bear Plunge could result in an injury. I am voluntarily participating in the Polar Bear Plunge with knowledge of the dangers involved and hereby agree to accept any and all risks of injury, **and verify this statement by placing my initials here:** \_\_\_\_\_.
4. As consideration for my being permitted to participate in the Polar Bear Plunge, I (and my heirs, guardians, and legal representatives) release The Food Pantry, its parent companies, subsidiaries, affiliates and assigns and each of their predecessor and successor organizations and each of their current and former shareholders, partners, officers, directors, employees, insurers, agents and representatives (collectively "Releasees") from any and all liability and claims for damages arising out of, relating to and/or by reason of my voluntary decision to participate in the Polar Bear Plunge. I further agree that, I (and my heirs, guardians and legal representatives) will not make a claim against, sue, or attach the property of The Food Pantry and the other Releasees for injury or damage resulting from the negligence, misconduct or other acts or omissions, howsoever caused, by any employee, agent, or contractor of The Food Pantry or any of its affiliated organizations as a result of my participation in the Polar Bear Plunge. If I, or anyone acting on my behalf, make a claim against The Food Pantry or any of the Releasees, I will indemnify, save and hold harmless The Food Pantry and each of the Releasees from any loss, liability, damage or costs which any may incur as a result of such claim.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

### **If under Eighteen (18) Years of Age, the of Signature of a Parent and/or Legal Guardian is Required**

\_\_\_\_\_  
Signature of Parent and/or Legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent and/or Legal Guardian