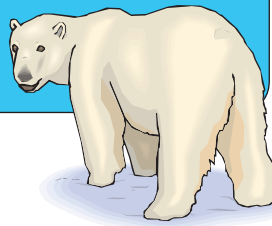


**WHEN:** March 10, 2012

**WHERE:** Taylor Pavilion  
5th Ave.  
Belmar, NJ

**TIME OF PLUNGE:** Noon



Miracle Plungers Will Receive the Following for Donations Turned In:

**\$100**

A plunge skull cap

**\$250**

Above + a plunge long sleeve t-shirt

**\$500**

Above + a plunge hooded sweatshirt

**\$750**

Above + a plunge full zip windbreaker

*Reception to Follow*

The Manasquan Elks #2534

1:00 p.m.-till?

All plungers will also receive complimentary food and beverages at the reception.

**WAIVER SIGNATURE REQUIRED**

ELK'S MIRACLE PLUNGE (EVENT/ACTIVITY) RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY (AGREEMENT): IN CONSIDERATION OF PARTICIPATING IN THIS EVENT, (1) I REPRESENT THAT I UNDERSTAND THE NATURE OF POLAR PLUNGING EVENTS AND THAT I AM QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I ACKNOWLEDGE THAT IF I BELIEVE THE CONDITIONS ARE UNSAFE, I WILL IMMEDIATELY DISCONTINUE PARTICIPATION IN SUCH ACTIVITY. (2) I FULLY UNDERSTAND POLAR PLUNGING EVENTS INVOLVE RISKS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT PARALYSIS AND DEATH WHICH MAY BE CAUSED BY MY OWN ACTIONS, OR INACTIONS, THOSE OF OTHERS PARTICIPATING IN THE ACTIVITY, THE CONDITIONS IN WHICH THE ACTIVITY 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 (3) I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I INCUR AS A RESULT OF MY PARTICIPATION IN THE ACTIVITY. (4) I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE, THE ELKS, COOLEY'S ANEMIA FOUNDATION, THEIR RESPECTIVE ADMINISTRATORS, DIRECTORS, AGENTS, OFFICERS, VOLUNTEERS, AND EMPLOYEES, OTHER PARTICIPANTS, SPONSORS, ADVERTISERS, AND IF APPLICABLE, OWNERS AND LESSORS OF PREMISES ON WHICH THE ACTIVITY TAKES PLACE, (EACH ONE CONSIDERED 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 PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND (5) I FURTHER AGREE THAT IF, DESPITE THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I OR ANYONE ON MY BEHALF, MAKES A CLAIM AGAINST ANY OF THE RELEASEES, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LOSS, LIABILITY, DAMAGES, OR COST WHICH ANY MAY INCUR AS A RESULT OF SUCH CLAIM. (6) I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOT WITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_



5<sup>TH</sup> ANNUAL  
**ELK'S  
MIRACLE  
PLUNGE**

**MARCH 10<sup>TH</sup>, 2012**

*Proceeds to benefit*



