

# POLAR BEAR PLUNGE 2028

Participant Risk Acknowledgment, Medical Information &amp; Emergency Authorization

**DRAFT FOR VIRGINIA ATTORNEY REVIEW — DO NOT USE AS A FINAL LEGAL FORM UNTIL REVIEWED.**

Event date: \_\_\_\_\_ Event location: \_\_\_\_\_

Organizer: StormRidge Recovery and Support | Event contact: \_\_\_\_\_

## PARTICIPANT INFORMATION

|                               |                       |
|-------------------------------|-----------------------|
| Full legal name _____         | Date of birth _____   |
| Address _____                 | Mobile phone _____    |
| Email _____                   | Age (18+ only) _____  |
| Emergency contact _____       | Relationship _____    |
| Emergency contact phone _____ | Alternate phone _____ |

### 1. Activity Description and Voluntary Participation

I understand the StormRidge Polar Bear Plunge is a planned cold-water immersion activity associated with a community event. The date, location, water-entry arrangements, and activity details must be confirmed by the organizer and venue. Participation is voluntary. I may choose not to enter the water or withdraw before entering. Event staff may refuse or stop participation for safety reasons.

### 2. Specific Risks of Cold-Water Immersion

Cold-water immersion can cause serious injury or death, even for people who consider themselves healthy. Risks may occur quickly and without warning and include:

- cold shock, involuntary gasping, rapid breathing, panic, and loss of breathing control;
- hypothermia, dangerous changes in heart rate or blood pressure, cardiac events, and loss of consciousness;
- aspiration of water, drowning, injury, or death;
- slipping, falling, or impact with shore, dock, rocks, ice, debris, or other participants;
- currents, waves, uneven or unknown depth, poor visibility, submerged hazards, and sudden weather or water changes;
- delayed rescue, evacuation difficulties, and injury during entry, exit, warming, or transport;
- exacerbation of an existing medical condition, and risks arising from other participants' conduct.

Safety measures reduce but cannot eliminate all risks. I have had an opportunity to ask questions and understand that no one can guarantee participation will be safe or injury-free.

### 3. Health Information and Participant Self-Assessment

For safety planning only, mark any condition or concern that may affect your safety in cold water or an emergency. This form is not a medical examination or medical clearance. If uncertain whether cold-water immersion is appropriate for you, do not enter the water unless you have obtained advice from a qualified healthcare professional.

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# PARTICIPANT MEDICAL & EMERGENCY FORM — CONTINUED

Participant name: \_\_\_\_\_

## 3. Health Information (continued)

- ☐ Heart/cardiovascular condition, high blood pressure, stroke, or circulation problem
- ☐ Breathing condition, including asthma, or other respiratory issue
- ☐ Seizures, fainting, loss of consciousness, or significant dizziness
- ☐ Cold sensitivity, Raynaud's phenomenon, or prior hypothermia
- ☐ Diabetes or another condition that may affect response to cold or exertion
- ☐ Current injury, recent surgery, pregnancy, or other condition that may affect safety
- ☐ Allergy or medication emergency responders should know about
- ☐ Other relevant condition or concern
- ☐ None of the above

If you checked any item or wish to share information relevant to an emergency, describe it here (optional):

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Medication or allergy information for emergency responders (optional):

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I confirm that the information provided is accurate to the best of my knowledge. I will notify event staff of any change that could affect my safety. I will not participate while impaired by alcohol, recreational drugs, or any substance that affects judgment, coordination, or response.

## 4. Event Rules and Safety Directions

- ☐ I will follow event staff, venue, and designated safety-lead instructions.
- ☐ I will not enter the water unless event staff expressly authorize the plunge and the water-rescue team is in position.
- ☐ I will use only designated entry and exit points; I will not dive, push others, submerge another person, or engage in horseplay.
- ☐ I will not participate if staff determine conditions are unsafe or ask me not to participate.
- ☐ I will leave the water immediately when instructed and follow emergency, warming, and evacuation directions.
- ☐ I will tell staff immediately if I feel unwell, unusually cold, dizzy, short of breath, confused, weak, or distressed.
- ☐ I understand the organizer may delay, modify, suspend, or cancel the plunge due to safety, weather, water, staffing, or permit concerns.

## 5. Assumption of Inherent Risks; No Promise of Immunity from Liability

I voluntarily accept the inherent risks of participating in the described activity, including the cold-water risks listed in this form, to the extent permitted by applicable law. This acknowledgment documents my understanding of the activity and its risks; it does not purport to waive any claim or liability that cannot legally be waived under Virginia law, and it does not excuse anyone from duties imposed by law.

## 6. Emergency Medical Authorization

If I become ill, injured, unresponsive, or appear to need urgent assistance, I authorize event staff to contact emergency services and provide relevant information to responders. If I am unable to make or communicate an informed decision, I authorize emergency medical personnel to provide evaluation, first aid, transport, and treatment as they deem appropriate under applicable law. The organizer is not providing medical care; emergency services may involve costs for which I may be responsible.

I authorize the organizer, if reasonably necessary for my safety or emergency response, to contact the emergency contact listed on page 1 and share information relevant to the incident.

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# PARTICIPANT ACKNOWLEDGMENT & SIGNATURE

Participant name: \_\_\_\_\_

## 7. Personal Property and Conduct

I am responsible for my personal belongings. I agree to behave respectfully, follow venue rules, and avoid conduct that could endanger myself or others. I may be removed from the activity for unsafe or disruptive conduct.

## 8. Acknowledgment of Understanding

- ☐ I have read this form, or it has been read to me, and I understand its contents.
- ☐ I understand cold-water immersion can cause serious injury or death.
- ☐ I have answered health and emergency information questions honestly to the best of my knowledge.
- ☐ I understand this form does not guarantee StormRidge or any other person is protected from all claims or liability.
- ☐ I have had the opportunity to ask questions before signing and am signing voluntarily.

Participant signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_ Time: \_\_\_\_\_

Event staff receiving form: \_\_\_\_\_ Date/time: \_\_\_\_\_

## OPTIONAL PHOTO / VIDEO CONSENT — SEPARATE FROM PARTICIPATION

Choose one. Your choice does not affect participation, subject to other event requirements.

- ☐ YES, I give StormRidge Recovery and Support permission to photograph or record me and use images for event promotion, educational materials, and social media.
- ☐ NO, I do not give permission for StormRidge to use identifiable photos or video of me for promotional purposes.

Participant initials:

**MINORS: This draft is intended for participants age 18 or older. Do not use it as a parental consent or minor release form. If minors will be allowed, obtain a separate form and protocol reviewed by a Virginia attorney; a parent's signature may not waive a minor's personal-injury claims.**

## ORGANIZER CHECKLIST — BEFORE WATER ENTRY

- ☐ Confirm participant is 18 or older and signature is complete.
- ☐ Confirm emergency contact is recorded and form is complete.
- ☐ Confirm written venue approval, permits, insurance, and site-specific safety plan.
- ☐ Confirm qualified water-rescue and medical support are on site and ready.
- ☐ Confirm briefing, water-entry rules, water/weather conditions, and cancellation criteria.
- ☐ Store forms securely; restrict access to medical information and follow a retention/deletion policy.

LEGAL REVIEW NOTE: This is a planning draft, not legal advice and not a guarantee of protection from lawsuits. Before use, have a Virginia attorney review the form, insurance, age policy, emergency procedures, and venue agreements. Virginia generally does not enforce pre-injury releases that attempt to excuse a party's future negligence causing personal injury.

Attorney references: Hiett v. Lake Barcroft Community Association (1992); Estes Express Lines v. Chopper Express (2007).