

## GET READY FOR THE 2022 DA YOOPER WINTERFEST!

**Saturday, February 5<sup>th</sup>, 2022**

**Da Yooper Plunge**

Pick one, two, or all three events in which you and/or your team(s) would like to participate!

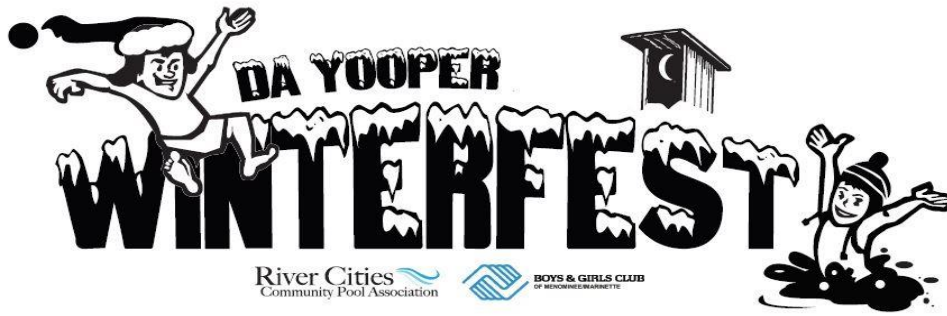
All events support the same community organizations: River Cities Community Pool Association and DAR Boys & Girls Club

All Registrations due January 20th, 2022

### 2022 DA YOOPER EVENT ITINERARY

- 9:00**            **Event(s) Registration Open**  
Located at Murray's Irish Pub & Grille
- 10:30**           **Da Yooper Pooper Toilet Trot Outhouse Races**  
Racetrack located adjacent to Zelm Chiropractic
- 12:00**           **Da Yooper Plunge**  
Plunge located at Victory Beach
- 12:30**           **Da Yooper CHILL-Y Cook-off**  
Cook Off located at Murray's Irish Pub & Grille UPSTAIRS
- 2:00**            **Da Yooper Event Awards**  
Awards for Da Yooper Pooper Toilet Trot, Da Yooper Plunge, Da Yooper CHILL-Y Cook-off to be awarded to all winners! Also, Da Raffles!

**Celebration to continue with live music at Murray's  
throughout the afternoon and night.**



## TEAM REGISTRATION FORM

Each Team needs to complete this form.

Each individual participant of a team needs to also complete the Participant Registration Form.

### All Registrations for All Events due January 20th, 2022

❄️ **GOTTA GO to the DA YOOPER POOPER TOILET TROT outhouse RACE at 10:30 a.m.**

Registration: minimum \$75.00 fundraising entry fee per team of three

Team Name: \_\_\_\_\_

Team Captain Name: \_\_\_\_\_

Team Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone #: \_\_\_\_\_ Shirt Size: \_\_\_\_\_

❄️ **TAKE THE PLUNGE into the icy waters of Green Bay in DA YOOPER PLUNGE at 12:00 p.m.**

Registration: minimum of \$50.00 fundraising entry fee per plunger

Team or Participant Name: \_\_\_\_\_

Team Captain Name: \_\_\_\_\_

Team Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone #: \_\_\_\_\_ Shirt Size: \_\_\_\_\_

❄️ **GET COOKING in the DA YOOPER CHILL-Y COOK-OFF at 12:30 p.m.**

Registration: minimum of \$25.00 fundraising entry fee per chill-y chef

Participant Name: \_\_\_\_\_

Participant Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone #: \_\_\_\_\_

**PARTICIPANT SIGNATURE (for all events):** \_\_\_\_\_

Please make checks payable to: Da Yooper Plunge

**Please drop off entry forms to:**  
 River Cities Community Pool  
 ATTN: Karie Nelson  
 1125 University Drive  
 Marinette, WI 54143

**Please mail or email entry forms to:**  
 Da Yooper Plunge  
 PO Box 742  
 Menominee, MI 49858  
[riverscitiescommunitypool@yahoo.com](mailto:riverscitiescommunitypool@yahoo.com)

## **PARTICIPANT RELEASE AND WAIVER OF LIABILITY**

**All participants must review the below waiver prior to plunging. Any participant under the age of 18 must be with a parent or guardian and have written parent or legal guardian consent. By signature below, participants accept the waiver terms and waive all liabilities.**

### **ASSUMPTION OF RESPONSIBILITY FOR ALL RISKS OF BODILY INJURY OR DEATH AND INDEMNITY AGREEMENT (HEREAFTER "RELEASE")**

SINCE THE ACTIVITIES (HEREINAFTER "PLANNED ACTIVITIES") TO BE ENGAGED IN THROUGH RIVER CITIES COMMUNITY POOL ASSOCIATION, INC. HAS/HAVE THE POTENTIAL TO BE DANGEROUS, AND THEREFORE REQUIRE ALL PARTICIPANTS TO ASSUME ALL RISKS BY SIGNING THIS DOCUMENT.

The PLANNED ACTIVITIES include, but are not limited to participating in **Da Yooper Plunge** and jumping into the freezing waters of the Bay of Green Bay.

The undersigned PARTICIPANT, whose signature appears at the end of this RELEASE, hereby agrees as follows:

PARTICIPANT certifies that to the best of PARTICIPANT's knowledge, PARTICIPANT has no physical or mental condition which would interfere with PARTICIPANT's ability to participate in the planned activities or that would endanger PARTICIPANT's health or safety.

PARTICIPANT FULLY UNDERSTANDS AND VOLUNTARILY ACCEPTS THE FACT THAT THE PLANNED ACTIVITIES HAVE THE POTENTIAL TO BE DANGEROUS AND THAT:

- a. There are risks and dangers associated with participation in the above activity which could result in bodily injury, partial and/or total disability and/or death.
- b. The physical, mental, and economic losses and/or damages which could result from those risks and dangers described above could be severe.
- c. These risks and dangers may be caused by the action, inaction, negligence or carelessness on the part of any of RIVER CITIES COMMUNITY POOL ASSOCIATION, INC. and/or any of its officers, agents, servants or employees (hereafter "The Released Parties").
- d. There may be other risks not known or reasonably foreseeable at this time.

IN CONSIDERATION of permitting PARTICIPANT to enroll in and participate in the PLANNED ACTIVITIES, PARTICIPANT agrees for himself or herself and his or her family, heirs, executors, administrators and assigns, and all others, that PARTICIPANT voluntarily releases, discharges and promises not to sue any of The Released Parties for any claims for personal injury or wrongful death occurring to PARTICIPANT and which in any way arises out of PARTICIPANT's participation in THE PLANNED ACTIVITIES, including but not limited to any activities incidental thereto, wherever or however it may occur and whether it is caused by the negligence or carelessness, or otherwise, of The Released Parties or any one of them.

PARTICIPANT further agrees, for himself or herself, and his or her family, heirs, executors, administrators and assigns, that in the event any claims for personal injury or wrongful death shall be prosecuted against The Released Parties in contravention of the terms of this Release, PARTICIPANT shall indemnify, save and hold harmless The Released Parties from and against any and all claims made for personal injuries or wrongful death, including attorney's fees incidental thereto, whether caused by the negligence, carelessness, or otherwise, of The Released Parties or any one of them.

If any portion of this agreement is held invalid, it is agreed that the balance thereof shall continue in full legal force and effect.

It is the intention of PARTICIPANT by this document to relieve The Released Parties from any responsibility for and from personal injury or wrongful death whether caused by the negligence, carelessness, or otherwise, of The Released Parties or any of them.

PARTICIPANT UNDERSTANDS THAT HE/SHE IS ASSUMING ALL RISKS INHERENT IN THE PLANNED ACTIVITIES, WHETHER KNOWN OR UNKNOWN TO PARTICIPANT, AND THAT BY SIGNING THIS DOCUMENT PARTICIPANT IS WHOLLY GIVING UP HIS/HER RIGHT AND THAT OF HIS/HER FAMILY, HEIRS, ADMINISTRATORS, EXECUTORS AND ASSIGNS TO SUE ANY OF THE RELEASED PARTIES FOR ANY REASON.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS. I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF ALL OF THE ABOVE PROVISIONS AND FURTHER AGREE THAT NO ORAL STATEMENTS, REPRESENTATIONS, OR INDUCEMENTS OF ANY KIND APART FROM THIS AGREEMENT HAVE BEEN MADE TO ME.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Signature

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

## Covid Release Form

### COVID-19 Safety Acknowledgment -- Liability Waiver and Release of Claims

#### COVID-19 SAFETY INFORMATION:

While participating in events held or sponsored by the River Cities Community Pool (RCCP) and the DAR Boys and Girls Club of Menominee "social distancing" must be practiced and face coverings worn at all times to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, we have put in place preventative measures to reduce the spread of COVID-19. However, RCCP and the DAR cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in these events and/or other face to face fundraising activities. By attending this event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others.
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

#### DUTY TO SELF-MONITOR:

Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact RCCP at [rivercitiescommunitypool@yahoo.com](mailto:rivercitiescommunitypool@yahoo.com) if he/she experiences symptoms of COVID-19 within 14 days after participating or volunteering with this event.

#### LIABILITY WAIVER AND RELEASE OF CLAIMS:

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or voluntarism with RCCP and I willingly engage in these events and/or other fundraising activities (the "Activity").

RELEASE AND WAIVER.

I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE River Cities Community Pool AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY.

ASSUMPTION OF THE RISK. I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;

2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and

3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties. MEDICAL ACKNOWLEDGMENT AND RELEASE. I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I experience any of these or any other symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY. As a participant, volunteer, or attendee, You recognize that your participation, involvement and/or attendance at any RCCP fundraising event or activity ("Activity") is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the Activity, You acknowledge and assume all risks and dangers associated with your participation and/or attendance at the Activity, and You agree that: (a) the RCCP (b) the property or site owner of the Activity, and (c) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities (subsections (a) through (c), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of the Activity, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims"). BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

