

Release of Liability / Waiver

Source: File2Download.com | Free to use and edit

RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

This Release of Liability, Assumption of Risk, and Indemnity Agreement (the "Release") is made and entered into as of [DATE], by and between [PARTICIPANT NAME] (the "Participant"), residing at [ADDRESS], and [ORGANIZER / COMPANY NAME] (the "Organizer"), a [ENTITY TYPE, e.g., corporation/partnership/individual] organized under the laws of [STATE], with a principal place of business at [ORGANIZER ADDRESS]. Participant and Organizer may be referred to individually as a "Party" and collectively as the "Parties."

1. RECITALS

1.1. Organizer conducts, sponsors, and/or facilitates the activity described as [ACTIVITY/EVENT NAME OR DESCRIPTION] (the "Activity") taking place on or about [ACTIVITY DATE(S)] at [ACTIVITY LOCATION].

1.2. Participant desires to participate in the Activity and acknowledges that participation entails risks, hazards, and exposures that could result in bodily injury, death, property damage, or other losses.

2. CONSIDERATION

2.1. For good and valuable consideration, including but not limited to the opportunity to participate in the Activity, the receipt and sufficiency of which the Parties acknowledge, Participant agrees to the terms of this Release.

3. DEFINITIONS

3.1. "Released Parties" means Organizer and its owners, officers, directors, employees, volunteers, contractors, affiliates, insurers, agents, successors, and assigns.

3.2. "Claims" means any and all claims, demands, causes of action, suits, liabilities, losses, costs, expenses (including attorneys' fees), damages, or obligations of any kind or nature, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, arising out of or related to the Activity.

4. RELEASE AND WAIVER OF CLAIMS

4.1. To the fullest extent permitted by applicable law, Participant, on behalf of Participant and Participant's heirs, executors, administrators, personal representatives, and assigns, hereby fully, finally, and forever releases, waives, and discharges the Released Parties from all Claims arising from or related to the Activity, including Claims based on ordinary negligence, negligent supervision, or negligent instruction, except to the extent such Claims arise from the gross negligence or willful misconduct of a Released Party.

4.2. Participant expressly relinquishes any right to sue or bring any legal action against the Released Parties for any Claims released under Section 4.1.

5. ASSUMPTION OF RISK

5.1. Participant acknowledges that participation in the Activity involves inherent risks, some of which may be unforeseeable, including but not limited to: physical exertion, collisions, equipment failure, weather conditions, acts or omissions of other participants, and other hazards. Participant knowingly and voluntarily assumes all such risks, including the risk of personal injury, death, or property damage.

6. INDEMNIFICATION AND DEFENSE

6.1. Participant agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all Claims arising out of or resulting from Participant's participation in the Activity, breach of this

Release, or negligent, reckless, or intentional acts or omissions by Participant. This indemnity obligation includes reimbursement of attorneys' fees and costs incurred by Released Parties in investigating, defending, or settling any Claim.

7. COVENANT NOT TO SUE

7.1. Participant covenants and agrees not to institute, commence, or prosecute any action or proceeding against any of the Released Parties with respect to any Claims released under this Release.

8. MEDICAL TREATMENT AND AUTHORIZATION

8.1. Participant authorizes the Organizer and its representatives to obtain medical care for Participant in the event of injury or illness and authorizes any healthcare provider to administer such care as deemed necessary. Participant agrees to be financially responsible for all medical expenses incurred on Participant's behalf.

8.2. Participant represents that Participant has no medical condition that would prevent safe participation in the Activity, or if such a condition exists, Participant has disclosed it to Organizer in writing at or before the time of execution of this Release.

9. REPRESENTATIONS AND WARRANTIES

9.1. Participant represents and warrants that: (a) Participant is at least [AGE] years of age and legally competent to enter into this Release; (b) Participant has read this Release carefully, understands its terms, and signs it voluntarily; and (c) Participant is not under the influence of alcohol, drugs, or any substance that would impair the ability to participate safely.

9.2. If Participant is executing this Release on behalf of another person (including a minor), Participant represents and warrants that Participant has the legal authority to bind that person and that all information provided is true and correct.

10. MINORS AND PARENT/GUARDIAN CONSENT

10.1. If Participant is a minor under the age of majority in [STATE], the signature of the minor's parent or legal guardian is required below. The parent/guardian, on behalf of themselves and the minor, acknowledge and agree that they have read and understand this Release and consent to the minor's participation.

11. INSURANCE

11.1. Participant acknowledges that Organizer may not carry medical, health, or disability insurance covering Participant. Participant is encouraged to obtain and maintain Participant's own insurance coverage for injuries or losses related to the Activity.

12. INSPECTION OF CONDITIONS

12.1. Participant acknowledges having inspected the Activity location, equipment, and conditions and accepts them as being safe and adequate for participation or elects to proceed despite known or unknown hazards.

13. NO ADMISSION OF LIABILITY

13.1. This Release shall not be construed as an admission of liability by any Released Party but is intended as a full and final release of Claims. Payment of any sums or provision of any benefits shall not be deemed an admission of liability.

14. REMEDIES; ATTORNEYS' FEES

14.1. If any action is brought to enforce any provision of this Release, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in addition to any other relief granted by the court.

15. SEVERABILITY

15.1. If any provision of this Release is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.

16. ENTIRE AGREEMENT; AMENDMENT

16.1. This Release constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and representations. No amendment or modification of this Release shall be effective unless in writing and signed by both Parties.

17. GOVERNING LAW AND VENUE

17.1. This Release shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to its conflict of law principles. Any legal action or proceeding relating to this Release shall be brought exclusively in the state or federal courts located in [COUNTY], [STATE], and the Parties hereby submit to the personal jurisdiction of such courts.

18. WAIVER

18.1. The failure of any Party to enforce any provision of this Release shall not constitute a waiver of that provision or any other provision.

19. NOTICE

19.1. Any notice required or permitted to be given under this Release shall be in writing and delivered personally, by certified mail (return receipt requested), by nationally recognized overnight courier, or by email with confirmation of receipt, to the addresses set forth below or to such other address as a Party may designate in writing.

20. ASSIGNMENT

20.1. Participant may not assign any rights or obligations under this Release. Organizer may assign its rights and obligations to a successor or affiliate provided that such assignment does not materially increase Participant's obligations.

21. ELECTRONIC SIGNATURES

21.1. The Parties agree that electronic signatures, whether digital or encrypted, shall be valid and enforceable as originals to the fullest extent permitted by applicable law.

22. ACKNOWLEDGMENT OF UNDERSTANDING

22.1. Participant acknowledges that Participant has carefully read this Release, understands its contents, and is signing it voluntarily. Participant further acknowledges having been given the opportunity to ask questions and to consult with counsel prior to signing.

IN WITNESS WHEREOF, the Parties have executed this Release as of the date first written above.

PARTICIPANT / RELEASOR:

Signature: _____ Date: _____

Printed Name: [PARTICIPANT NAME]

Address: [ADDRESS]

Phone: [PHONE]

Email: [EMAIL]

Date of Birth: [DATE OF BIRTH]

If Participant is a minor, parent or legal guardian must sign below:

PARENT / GUARDIAN:

Signature: _____ Date: _____

Printed Name: [PARENT/GUARDIAN NAME]

Relationship to Minor: [RELATIONSHIP]

Address: [PARENT/GUARDIAN ADDRESS]

Phone: [PHONE]

Email: [EMAIL]

ORGANIZER / RELEASED PARTY ACKNOWLEDGMENT:

Organization: [ORGANIZER / COMPANY NAME]

Authorized Representative: _____ Date: _____

Printed Name: [REPRESENTATIVE NAME]

Title: [TITLE]

Address: [ORGANIZER ADDRESS]

Phone: [PHONE]

Email: [EMAIL]

WITNESS (optional):

Signature: _____ Date: _____

Printed Name: [WITNESS NAME]

Address: [WITNESS ADDRESS]

NOTARY ACKNOWLEDGMENT (optional where required):

State of [STATE]

County of [COUNTY]

On this [DATE], before me, [NOTARY PUBLIC], personally appeared [PARTICIPANT NAME], proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument and acknowledged to me that he/she/they executed the same for the purposes therein contained.

Witness my hand and official seal.

Signature of Notary Public: _____

Printed Name: [NOTARY PUBLIC]

My Commission Expires: [COMMISSION EXPIRATION DATE]

(Seal)

ADDITIONAL PROVISIONS (optional custom clauses):

A. SCOPE OF RELEASE: To the extent permitted by applicable law, this Release covers all Claims arising out of or related to the Activity, whether known or unknown, suspected or unsuspected, including claims arising after the execution date of this Release.

B. PHOTO/VIDEO RELEASE: Participant grants permission to Organizer to use Participant's likeness, image, voice, and appearance in any photographs, video recordings, or other media taken in connection with the Activity for promotional, marketing, or other lawful purposes without further compensation.

C. SAFETY RULES: Participant agrees to follow all safety rules, instructions, and warnings provided by Organizer and recognizes that failure to do so may result in removal from the Activity without refund.

This form is a general template intended for typical U.S. situations. It may not address all issues relevant to a particular Activity, jurisdiction, or set of facts. Organizer and Participant should consider consulting legal counsel to ensure compliance with local laws and to adapt the language for specific circumstances,

including those involving minors, extreme sports, professional services, or where statutory rights may not be waivable.

This template is provided for informational purposes only and does not constitute legal advice. Consult a licensed attorney before signing any legal document.