

**This form is a sample only, and is not intended as a substitute for competent legal advice, nor is it suitable for use in all situations.**

LegalDictionary.net highly recommends obtaining the advice of an experienced attorney before relying on this or any sample form.

## WAIVER AND RELEASE OF LIABILITY

I, [Participant Name] (the "Participant"), acknowledge the risk of injury while participating in [Name of Activity] (the "Activity"), and in exchange for the right to participate in the Activity, I hereby knowingly and voluntarily waive any and all rights, claims, or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge [Company], located at [Company's Address], their affiliates, members, managers, agents, staff, volunteers, heirs, and assigns, for any physical or psychological injury, or property damage, including but not limited to injury, illness, paralysis, disability, death, damages, or economical loss that I may suffer as a direct result of my participation in the Activity, including travel to and from the Activity.

I am participating in the Activity voluntarily and at my own risk. I am aware of the risks involved in the Activity, as well as those associated with traveling to and from the Activity, which may include, but are not limited to, physical injury, illness, disfigurement, temporary or permanent disability, psychological injury, pain, suffering, property damage, economic loss, and death. I understand that these injuries or damages may be the result of my own or others' negligence, or conditions related to the Activity location. Nevertheless, I assume all risks involved, both known and unknown to me, of my participation in this Activity.

I agree to indemnify and hold harmless [Company] against any and all claims, suits, or actions of any kind whatsoever, for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorney's fees and costs related to suit, if litigation arises due to any claims made by me or anyone acting on my behalf. If [Company] incurs any of these types of expenses, I hereby agree to reimburse [Company].

I acknowledge that this [Activity] may involve trials of participants' physical and mental limits, and may include the risk of serious injury, death, and property loss. The risks include, but are not limited to, those caused by the location, terrain, facilities, weather, temperature, condition of participants, lack of hydration, equipment, vehicular traffic, and the actions of others, including, but not limited to, participants, coaches, volunteers, spectators, and event officials.

I acknowledge that I have carefully read this Waiver and Release of Liability (the "Agreement"), and fully understand that it is a release of liability, meaning that I give up the right to hold [Company] liable for any damages related to [Activity]. I expressly agree to release and discharge [Company] and all of its managers, members, affiliates, agents, attorneys, staff, volunteers, representatives, heirs, successors, and assigns, from any and all claims or causes of action, and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against [Company] for personal injury or property damage.

In the event that I should require medical care or treatment for injuries or illness sustained as a result of my participation in [Activity], I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

This Agreement was entered into without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant and [Company] agree that this Agreement is clear and unambiguous, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language of this Agreement, in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Agreement is deemed invalid or severable, or if any term, condition, phrase, or portion of this Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties.

In the event of an emergency, please contact the following person(s) in the order listed:

<b>Emergency Contact</b>	<b>Relationship</b>	<b>Contact Phone</b>

I, the understand participant, affirm that I am 18 years of age or older, and that I freely sign this Agreement. I certify that I have read this Agreement, that I fully understand its content, and that this release of liability cannot be modified orally.

Participant's Name: \_\_\_\_\_

Participant's Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

### **PARENT / GUARDIAN WAIVER FOR MINORS**

In the event the participant is under the age of 18 years, this release must be signed by the minor's parent or guardian.

I, [Name of Parent or Guardian], certify that I am the parent or guardian of [Name of Participant], named above, and do hereby give my consent without reservation to the foregoing Agreement on behalf of this Participant.

Parent/Guardian Name: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_

\_\_\_\_\_

Parent/Guardian Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_