

ACTIVITY WAIVER AND RELEASE OF LIABILITY

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This Activity Waiver and Release of Liability (this "**Waiver**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PARTICIPANT NAME], residing at [PARTICIPANT ADDRESS] (the "**Participant**"); and

[PROVIDER / ORGANIZER NAME], a [STATE] [ENTITY TYPE / individual] with its principal place of business or residence at [ADDRESS] (the "**Provider**").

Participant and Provider are each a "**Party**" and together the "**Parties**."

Recitals. The Provider offers, organizes, or hosts [DESCRIBE THE ACTIVITY: e.g. rock climbing, kayaking, a ropes course, a guided hike, a recreational class] (the "**Activity**"). The Participant wishes to take part in the Activity and understands that the Activity involves inherent and other risks. The Provider is willing to allow the Participant to take part only on the condition that the Participant agrees to the terms of this Waiver. In consideration of being permitted to participate, the Parties agree as follows.

1. The Activity and Voluntary Participation

1.1 Description. The Activity consists of [DETAILED DESCRIPTION OF THE ACTIVITY, LOCATION(S), AND ANY EQUIPMENT INVOLVED], taking place at [LOCATION] on or about [DATE(S) / RECURRING SCHEDULE].

1.2 Voluntary participation. The Participant is taking part in the Activity voluntarily and of the Participant's own free will. The Participant is not required by the Provider to take part and may choose not to participate or to stop participating at any time.

1.3 No guarantee of outcome. The Provider makes no promise that the Activity will achieve any particular result, skill level, or experience, and the Participant's enjoyment or benefit is not guaranteed.

2. Assumption of Risk

2.1 Inherent risks. The Participant understands that the Activity involves inherent risks that cannot be eliminated regardless of the care taken, including [e.g. falls, collisions, equipment failure, drowning, exposure to weather, contact with terrain, physical exertion, and the conduct of other participants], and that these risks may result in property damage, minor or serious bodily injury, illness, permanent disability, or death.

2.2 Other risks. The Participant also understands that the Activity may involve risks arising from the Provider's ordinary negligence, the condition of the premises or equipment, the acts or omissions of other participants, and circumstances beyond the Provider's control.

2.3 Knowing assumption. Knowing and appreciating these risks, the Participant freely and voluntarily assumes all risk of loss, damage, injury, illness, or death arising out of or related to the Participant's participation in the

Activity, whether or not caused by a risk identified above.

2.4 Personal fitness. The Participant represents that the Participant is in good health and physically and mentally able to take part in the Activity and is not relying on the Provider to assess the Participant's fitness to participate.

3. Release and Waiver of Claims

3.1 Release. To the fullest extent permitted by applicable law, the Participant releases, waives, and discharges the Provider and its owners, officers, employees, agents, instructors, volunteers, and contractors (the "**Released Parties**") from any and all claims, demands, causes of action, and liability for loss, damage, injury, illness, or death arising out of or related to the Participant's participation in the Activity, including claims based on the ordinary negligence of any Released Party.

3.2 Covenant not to sue. The Participant agrees not to sue or bring any claim against the Released Parties for any matter released under Section 3.1.

3.3 Limits of the release. This release does not apply to liability that applicable law does not permit to be waived, including, in many jurisdictions, liability for gross negligence, recklessness, or willful or wrongful misconduct. The scope and enforceability of liability waivers vary by jurisdiction; local law controls where it limits what may be released.

4. Indemnification

4.1 Indemnity. To the fullest extent permitted by applicable law, the Participant will indemnify and hold harmless the Released Parties from any claim brought by or on behalf of the Participant, or by a third party, arising out of the Participant's participation in the Activity or the Participant's breach of this Waiver, including reasonable attorneys' fees.

4.2 Exclusions. The indemnity in Section 4.1 does not extend to liability arising from a Released Party's gross negligence or willful misconduct, or to the extent applicable law prohibits indemnification.

5. Rules, Safety, and Conduct

5.1 Compliance with instructions. The Participant agrees to follow all rules, safety instructions, and directions given by the Provider and its staff and to use all equipment as instructed.

5.2 Proper equipment. The Participant will use protective and safety equipment required for the Activity and will report any equipment that appears damaged or defective before using it.

5.3 Removal for cause. The Provider may remove the Participant from the Activity, without refund, if the Participant fails to follow safety rules, is impaired by alcohol or drugs, or behaves in a manner that endangers the Participant or others.

6. Medical Authorization

6.1 Consent to treatment. In the event of injury or illness during the Activity, the Participant authorizes the Provider to arrange emergency medical care and transport. The Participant is responsible for the cost of any medical treatment and related transport.

6.2 No medical responsibility. The Provider is not responsible for diagnosing or treating any medical condition and is not acting as a medical provider.

6.3 **Disclosure.** The Participant has disclosed to the Provider any medical condition, allergy, or limitation relevant to safe participation: **[LIST OR "NONE"]**.

7. Photography and Media (optional)

7.1 **Consent to media.** The Participant **[CONSENTS / DOES NOT CONSENT]** to the Provider photographing or recording the Participant during the Activity and using those images for the Provider's promotional and operational purposes, without further compensation. Delete this Section if no media consent is sought.

8. Minor (if applicable)

8.1 **Parent or guardian consent.** If the Participant is under the age of majority in the governing jurisdiction, the undersigned parent or legal guardian represents that they have legal authority to consent on the Participant's behalf, agrees to all terms of this Waiver on the Participant's behalf, and, to the fullest extent permitted by law, releases and indemnifies the Released Parties on the same terms as the Participant.

8.2 **Acknowledgment.** The parent or guardian understands that, in some jurisdictions, a parent's pre-injury waiver of a minor's claims may be limited or unenforceable, and that local law controls.

9. General Provisions

9.1 **Governing law and venue.** This Waiver is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

9.2 **Severability.** If any provision of this Waiver is held unenforceable, the remaining provisions remain in full force, and the unenforceable provision will be narrowed or reformed only to the extent needed to make it enforceable, so that the release operates to the maximum extent the law allows.

9.3 **Entire agreement; amendment.** This Waiver is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties.

9.4 **Binding effect.** This Waiver binds and benefits the Parties and their heirs, next of kin, executors, administrators, successors, and assigns.

9.5 **Acknowledgment of understanding.** The Participant has read this Waiver, understands that it gives up substantial legal rights, including the right to sue, and signs it freely and voluntarily.

9.6 **Counterparts and electronic signature.** This Waiver may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Waiver as of the Effective Date. The Participant acknowledges having read and understood this Waiver before signing.

PARTICIPANT

PROVIDER

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[N/A]**

Title: **[TITLE]**

Date: _____

Date: _____

Parent or Guardian (complete only if the Participant is a minor):

PARENT / LEGAL GUARDIAN

Signature: _____

Printed name: **[NAME]**

Relationship to Participant: **[RELATIONSHIP]**

Date: _____

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