

ASSUMPTION OF RISK AGREEMENT

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This Assumption of Risk Agreement (this "**Agreement**") is made as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PROVIDER LEGAL NAME], a [STATE] [ENTITY TYPE], of [PROVIDER ADDRESS] (the "**Provider**"); and
[PARTICIPANT LEGAL NAME], of [PARTICIPANT ADDRESS] (the "**Participant**").

If the Participant is a minor, this Agreement is also signed by the Participant's parent or legal guardian, [PARENT/GUARDIAN LEGAL NAME] (the "**Parent/Guardian**").

Recitals. The Participant wishes to take part in [DESCRIBE THE ACTIVITY, e.g. a rock-climbing class, a guided rafting trip, a fitness program, use of recreational equipment] (the "**Activity**") offered or operated by the Provider. The Activity involves inherent risks of injury, illness, property damage, and, in some cases, death. The Provider is willing to allow the Participant to take part only if the Participant knowingly accepts those risks. In consideration of being permitted to take part in the Activity, the Participant agrees as follows.

1. Description of the Activity

1.1 The Activity. The Activity consists of [DESCRIBE WHAT THE PARTICIPANT WILL DO, THE LOCATION, AND THE EQUIPMENT INVOLVED].

1.2 Dates and location. The Activity takes place at [LOCATION] on or during [DATE(S) OR PERIOD], and may include travel to and from related sites.

1.3 Supervision. The Activity [WILL / WILL NOT] be supervised or instructed by the Provider's personnel. Supervision, where provided, does not eliminate the inherent risks described in Section 2.

2. Inherent Risks

2.1 Nature of the risks. The Participant understands that the Activity involves inherent risks that cannot be fully eliminated, including: [LIST RISKS SPECIFIC TO THE ACTIVITY, e.g. falls, collisions, drowning, equipment failure, weather, terrain, physical exertion, contact with others, exposure to illness].

2.2 Possible harm. These risks can result in minor or serious bodily injury, permanent disability, illness, emotional harm, property damage, or death.

2.3 Risks from others and from conditions. The Participant understands that harm may result not only from the Participant's own actions, but also from the actions or inactions of other participants, the Provider's personnel, third parties, the condition of equipment or facilities, and environmental conditions.

2.4 Participant's evaluation. The Participant has had the opportunity to ask questions about the Activity and its risks and is satisfied with the information provided.

3. Voluntary Assumption of Risk

3.1 Knowing acceptance. The Participant knowingly, voluntarily, and freely assumes all risks of the Activity, both those described in Section 2 and those that are not specifically listed but are inherent in the Activity.

3.2 Choice to participate. The Participant understands that participation is voluntary and that the Participant may decline to take part or may stop at any time if the Participant feels unsafe.

3.3 Personal responsibility. The Participant agrees to follow the Provider's rules and instructions, to use provided safety equipment, to act within the limits of the Participant's own ability, and to report any unsafe condition or injury promptly.

4. Fitness and Health Representation

4.1 Physical condition. The Participant represents that the Participant is in adequate physical and mental condition to take part in the Activity and is not aware of any condition that would make participation unsafe, except as disclosed here: **[DISCLOSE ANY RELEVANT CONDITION, OR "None"]**.

4.2 Medical advice. The Participant has been advised to consult a physician before participating, particularly if the Participant has any health concern, and has done so to the extent the Participant considers appropriate.

4.3 Emergency care. The Participant authorizes the Provider to arrange emergency medical care if needed and understands that the Participant is responsible for the cost of that care.

5. Release and Waiver of Liability

5.1 Release. To the fullest extent permitted by applicable law, the Participant releases and discharges the Provider and its owners, officers, employees, instructors, agents, and affiliates (the "**Released Parties**") from liability for any injury, illness, death, or property damage arising out of the inherent risks of the Activity, including claims based on the ordinary negligence of the Released Parties.

5.2 Limits of the release. This release does not apply to harm caused by the Released Parties' gross negligence, recklessness, or willful or intentional misconduct, and it does not release any liability that applicable law does not allow to be released. **[NOTE: enforceability of pre-injury liability waivers, and of waivers covering negligence, varies significantly by state — have counsel confirm what is enforceable in your jurisdiction.]**

5.3 Covenant not to sue. The Participant agrees not to bring any claim against the Released Parties for matters released in this Section, except to enforce this Agreement.

6. Indemnification

6.1 Indemnity. To the fullest extent permitted by applicable law, the Participant will indemnify and hold the Released Parties harmless from claims, damages, and expenses (including reasonable attorneys' fees) brought by the Participant or by a third party arising from the Participant's conduct during the Activity or from a risk the Participant has assumed.

6.2 Exclusion. This indemnity does not extend to claims arising from a Released Party's gross negligence, recklessness, or willful misconduct.

7. Minor Participant Provisions

7.1 Parental consent. If the Participant is a minor, the Parent/Guardian represents that he or she has full authority to sign for the minor, consents to the minor's participation, and joins in the assumption of risk, release, and indemnification on behalf of the minor and the Parent/Guardian, to the fullest extent permitted by applicable law.

7.2 Acknowledgment of limits. The Parent/Guardian understands that a parent's ability to waive a minor's future claims varies by jurisdiction and that some claims may not be waivable.

7.3 Best interests. The Parent/Guardian represents that allowing the minor to participate is in the minor's best interests.

8. Media Consent

8.1 Use of likeness. The Participant **[CONSENTS / DOES NOT CONSENT]** to the Provider's use of photographs, video, or audio of the Participant taken during the Activity for the Provider's operational, promotional, or marketing purposes, without further compensation.

8.2 Scope. Any consent in this Section is limited to the Activity and may be revoked by written notice as to future use, except where use has already occurred.

9. General Provisions

9.1 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to conflict-of-laws rules. Any dispute will be brought in the state or federal courts located in **[COUNTY, STATE]**.

9.2 Severability. If any provision, including any portion of the release in Section 5, is found unenforceable, that provision will be limited or severed to the minimum extent necessary, and the rest of this Agreement will remain in effect.

9.3 Entire agreement. This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by the Parties.

9.4 No waiver. The Provider's failure to enforce a provision is not a waiver of that or any other provision.

9.5 Acknowledgment. The Participant (and Parent/Guardian, if applicable) acknowledges having read this Agreement, understanding it, and signing it freely. **THE PARTICIPANT UNDERSTANDS THAT THIS AGREEMENT INCLUDES AN ASSUMPTION OF RISK AND A RELEASE OF LIABILITY.**

9.6 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

PARTICIPANT

Signature: _____

Printed name: **[NAME]**

Title: **[N/A]**

PROVIDER

Signature: _____

Printed name: **[NAME]**

Title: **[TITLE]**

Date: _____

Date: _____

Parent or Guardian (required if the Participant is a minor).

PARENT / GUARDIAN

Signature: _____

Printed name: **[NAME]**

Relationship to minor: **[RELATIONSHIP]**

Date: _____

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