

EVENT WAIVER AND RELEASE OF LIABILITY

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This Event 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

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

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

Recitals. The Organizer is hosting [EVENT NAME / DESCRIPTION: e.g. a 5K run, a festival, a tournament, a conference, a community fair] (the "**Event**") at [VENUE / LOCATION] on or about [EVENT DATE(S)]. The Participant wishes to attend or take part in the Event and understands that attendance and participation involve certain risks. The Organizer permits the Participant to attend and take part only on the condition that the Participant agrees to this Waiver. In consideration of being permitted to attend and participate, the Parties agree as follows.

1. The Event and Voluntary Participation

1.1 Description. The Event consists of [DESCRIPTION OF THE EVENT AND THE PARTICIPANT'S ROLE: e.g. spectator, registered participant, competitor, volunteer, vendor] and takes place at [VENUE] during [DATE(S) AND TIMES].

1.2 Voluntary participation. The Participant attends and takes part in the Event voluntarily and of the Participant's own free will and may decline to participate in any portion of the Event.

1.3 Eligibility. The Participant meets any eligibility requirements stated by the Organizer for the Event, including [e.g. minimum age, registration, waiver on file, health requirements].

2. Assumption of Risk

2.1 Inherent and other risks. The Participant understands that attending and participating in the Event involves risks, including [e.g. crowds, slips, trips and falls, physical exertion, contact with other participants, weather exposure, vehicle and equipment movement, food and beverage service, and acts of third parties], and that these risks may result in property damage, minor or serious bodily injury, illness, permanent disability, or death.

2.2 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 attending or participating in the Event, including risks arising from the Organizer's ordinary negligence to the extent permitted by law.

2.3 Personal property. The Participant is responsible for the Participant's own personal property at the Event. The Organizer is not responsible for lost, stolen, or damaged personal property.

3. Release and Waiver of Claims

3.1 Release. To the fullest extent permitted by applicable law, the Participant releases, waives, and discharges the Organizer and its owners, officers, employees, agents, sponsors, venue operators, 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 attending or participating in the Event, 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 attendance or participation, or the Participant's breach of this Waiver, including reasonable attorneys' fees.

4.2 Damage caused by Participant. The Participant is responsible for any damage the Participant causes to the venue, equipment, or property of the Released Parties or other attendees.

5. Event Rules and Conduct

5.1 Compliance. The Participant agrees to follow all Event rules, posted signage, venue policies, and reasonable instructions of the Organizer and its staff and security.

5.2 Prohibited conduct. The Participant will not engage in conduct that endangers others, will not bring prohibited items onto the premises, and will not participate while impaired by alcohol or drugs in a way that creates risk.

5.3 Removal for cause. The Organizer may refuse entry to, or remove, the Participant for violating Event rules or for conduct that endangers others, without refund of any fee.

6. Medical Authorization

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

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

7. Photography and Media

7.1 **Consent to media.** The Participant **[CONSENTS / DOES NOT CONSENT]** to being photographed, filmed, or recorded at the Event and to the Organizer's use of those images for promotional and operational purposes without further compensation. Delete or adapt this Section if no media consent is sought.

8. Refunds and Cancellation

- 8.1 **Refund policy.** Registration fees are **[REFUNDABLE / NON-REFUNDABLE / REFUNDABLE ONLY AS STATED]**. The Organizer's stated refund and transfer policy applies.
- 8.2 **Event changes.** The Organizer may reschedule, relocate, shorten, or cancel the Event due to weather, safety, force majeure, or low participation, and will handle fees in accordance with Section 8.1.

9. Minor (if applicable)

- 9.1 **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.
- 9.2 **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.

10. General Provisions

- 10.1 **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]**.
- 10.2 **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.
- 10.3 **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.
- 10.4 **Binding effect.** This Waiver binds and benefits the Parties and their heirs, next of kin, executors, administrators, successors, and assigns.
- 10.5 **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.
- 10.6 **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

ORGANIZER

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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