

# LIABILITY WAIVER AND ASSUMPTION OF RISK

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This Liability Waiver and Assumption of Risk (this "**Waiver**") is entered into as of [DATE] by and between:

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

[PARTICIPANT FULL LEGAL NAME], an individual residing at [PARTICIPANT ADDRESS] (the "**Participant**"). If the Participant is a minor, this Waiver is also entered into by [PARENT/GUARDIAN NAME], the Participant's parent or legal guardian (the "**Guardian**").

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

**Recitals.** The Participant wishes to take part in [DESCRIBE ACTIVITY — e.g. fitness classes, a recreational sport, an obstacle course, a guided excursion, equipment use] (the "**Activity**") offered or operated by the Provider. The Activity involves inherent risks. As a condition of being permitted to participate, the Participant agrees to assume those risks and to release the Provider on the terms below. In consideration of being allowed to participate, the Parties agree as follows.

## 1. Definitions and Scope

**1.1 Released Parties.** "**Released Parties**" means the Provider and its owners, officers, directors, employees, instructors, volunteers, agents, contractors, and the owners and operators of any premises or equipment used for the Activity.

**1.2 Activity.** The Activity is described in the Recitals and includes all related instruction, orientation, transportation, use of facilities and equipment, and time spent on the premises before, during, and after the Activity.

**1.3 Scope of this Waiver.** This Waiver applies to the Activity on the date(s) above and, unless the Provider issues a new waiver, to the Participant's continued participation in the same type of Activity with the Provider.

## 2. Acknowledgment and Assumption of Risk

**2.1 Inherent risks.** The Participant understands that the Activity involves inherent and other risks that can cause property damage, bodily injury, illness, permanent disability, or death. These risks include, without limitation: [describe specific risks — e.g. falls, collisions, equipment failure, strenuous exertion, weather, terrain, contact with others, and the negligence of other participants].

**2.2 Voluntary participation.** The Participant chooses to participate voluntarily with full knowledge of the risks and represents that the Participant is physically fit and has no medical condition that would make participation unsafe, except as disclosed to the Provider in writing.

**2.3 Assumption of risk.** The Participant knowingly and voluntarily assumes all risks of the Activity, both known and unknown, even if arising from the ordinary negligence of the Released Parties, to the fullest extent permitted by applicable law.

**2.4 Rules and instructions.** The Participant agrees to follow all rules, safety instructions, and directions of the Provider and to stop participating and notify the Provider if conditions become unsafe or the Participant feels unwell.

### 3. Release and Waiver of Claims

**3.1 Release.** To the fullest extent permitted by applicable law, the Participant releases and forever discharges the Released Parties from any and all claims, demands, causes of action, damages, and liabilities arising out of or related to the Participant's participation in the Activity, including those based on the ordinary negligence of the Released Parties.

**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 required by law.** This Waiver does not release any Released Party from liability for gross negligence, recklessness, willful or wanton misconduct, or any liability that applicable law does not permit to be waived. Where local law limits or prohibits pre-injury releases — including releases by or on behalf of minors — those limits control, and the remainder of this Waiver remains in effect.

**3.4 No reliance.** The Participant has not relied on any oral or written representation about the safety of the Activity other than what is stated in this Waiver.

### 4. Indemnification

**4.1 Indemnity.** To the fullest extent permitted by applicable law, the Participant (and, for a minor, the Guardian) will indemnify and hold the Released Parties harmless from any claim brought by or on behalf of the Participant, or by a third party arising from the Participant's conduct during the Activity, including reasonable attorneys' fees and costs.

**4.2 Exclusion.** This indemnity does not apply to claims arising from a Released Party's gross negligence or willful misconduct, or as otherwise limited by applicable law.

### 5. Medical Treatment and Emergency Authorization

**5.1 Authorization.** The Participant authorizes the Provider to arrange emergency medical treatment if the Participant is injured and unable to consent, and agrees to be responsible for the cost of that treatment.

**5.2 No medical assurance.** The Provider does not warrant the availability, adequacy, or outcome of any first aid or emergency care.

**5.3 Disclosure.** The Participant has disclosed to the Provider any medical condition, allergy, or medication relevant to participation, or confirms there are none requiring disclosure.

### 6. Media Release (Optional)

**6.1 Consent.** **[SELECT IF APPLICABLE:]** The Participant grants the Provider permission to record photographs, video, and audio of the Participant during the Activity and to use them for the Provider's promotional and operational purposes, without compensation.

6.2 **Opt-out.** The Participant may decline this media release by initialing here:  , in which case Section 6.1 does not apply.

7. Minors (If Applicable)

7.1 **Guardian authority.** If the Participant is under the age of majority, the Guardian represents that the Guardian has full legal authority to sign this Waiver on the minor's behalf.

7.2 **Guardian assumption and release.** The Guardian, individually and on behalf of the minor, assumes the risks in Section 2 and grants the release in Section 3 to the fullest extent permitted by applicable law, recognizing that some jurisdictions limit a guardian's ability to waive a minor's claims.

7.3 **Guardian indemnity.** The Guardian agrees to the indemnity in Section 4 with respect to the minor's participation.

8. General Provisions

8.1 **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 exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

8.2 **Severability.** If any provision of this Waiver is held unenforceable, that provision will be enforced to the greatest extent permitted by law, and the remaining provisions remain in full effect. The Parties intend the release to be as broad as the law allows.

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

8.4 **No waiver.** A Party's failure to enforce a provision is not a waiver of that or any other provision.

8.5 **Voluntary and informed.** The Participant (and Guardian, if applicable) has read this Waiver, understands it is a release of legal rights and an assumption of risk, has had the opportunity to ask questions and seek counsel, and signs it freely.

8.6 **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.

I HAVE READ THIS WAIVER, UNDERSTAND ITS TERMS, AND SIGN IT VOLUNTARILY.

PARTICIPANT

PROVIDER

Signature: _____	Signature: _____
Printed name: <span style="color: #E91E63;">[NAME]</span>	Printed name: <span style="color: #E91E63;">[NAME]</span>
Title: <b>N/A</b>	Title: <span style="color: #E91E63;">[TITLE]</span>
Date: _____	Date: _____

PARENT / GUARDIAN (required if the Participant is a minor)

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

Printed name: **[NAME]**

Relationship to minor: **[RELATIONSHIP]**

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

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