

Liability Waiver and Release of Claims

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Liability Waiver and Release of Claims

This Liability Waiver and Release of Claims (this "Waiver") is made on
[Date] by [Participant's full legal name] of [Participant's address] (the
"Participant") in favor of [Organizer or provider's full legal name or business name] of
[Organizer's address] (the "Organizer").

The Participant wishes to take part in

[Describe the activity, e.g. a guided hike, an obstacle-course event, use of rental equipment, or access to a venue or premises]

at [Location where the activity takes place] on

[Date(s) of the activity, if different from the signing date] (the "Activity"). Before taking part,
the Participant reads and signs this Waiver, which sets out the risks of the Activity, the
Participant's assumption of those risks, and the release of claims described below.

1. The Parties and Capacity to Sign

The Participant confirms that the Participant is at least eighteen (18) years old and has
full legal capacity to sign this Waiver, or, where the Participant is younger than that,
that this Waiver is instead signed by a parent or legal guardian under clause 6.

The Organizer's owners, officers, employees, contractors, agents, volunteers and,
where the Activity takes place on premises the Organizer does not own, the premises
owner, are each a "Releasee" for the purposes of this Waiver, and together the
"Releasees".

2. Assumption of Risk

The Participant understands that the Activity carries inherent risks — including risks the
Organizer cannot eliminate through care, instruction or supervision — and that taking
part can result in property damage, personal injury, illness, permanent disability or
death.

The Participant voluntarily and knowingly assumes all of those risks, understanding that
no amount of care, instruction or supervision by a Releasee removes them, and
chooses to take part in the Activity on that basis. Without limiting the above, the risks
of the Activity include, without limitation:

- (a) injury from the nature of the Activity itself, including physical exertion, uneven or
hazardous terrain, weather, and equipment or facilities used during the Activity;
- (b) injury caused by the acts or omissions of other participants, spectators, or third
parties;
- (c) injury arising from a condition of the premises where the Activity takes place,
whether or not the Organizer owns or controls those premises;

- (d) delayed or limited access to emergency medical care because of the Activity's location or nature; and
- (e) in rare cases, permanent disability or death.

3. Release and Waiver of Claims

In exchange for being allowed to take part in the Activity, the Participant releases, waives and forever discharges the Releasees from any and all claims, demands, actions and liabilities arising out of or connected with the Participant's participation in the Activity, including a claim based on a Releasee's ordinary negligence, whether the negligence occurs before, during or after the Activity.

This release does not apply to, and does not discharge a Releasee from liability for, that Releasee's gross negligence, recklessness, or wilful or intentional misconduct, and does not release any liability that cannot lawfully be released under applicable law. Some places restrict or refuse to enforce liability releases altogether, particularly where the Participant is a minor — see the disclaimer on this page and the cover page of this document.

The Participant agrees not to sue any Releasee on a claim released by this clause, and agrees that this Waiver binds the Participant's heirs, executors, administrators, assigns and legal representatives.

4. Participant Acknowledgement

By signing below, the Participant confirms having read this Waiver in full before signing, having had the opportunity to ask questions about it and to have it reviewed by anyone of the Participant's choosing, and understanding its terms — including that it is a legal release of rights the Participant would otherwise have.

The Participant confirms signing this Waiver voluntarily, of the Participant's own free will, and not because of any statement, promise or representation by a Releasee that contradicts this Waiver's terms.

5. Health Disclosure and Emergency Medical Authorization

The Participant confirms that the Participant is physically able to safely take part in the Activity, except as disclosed here:

[Any medical conditions, injuries, medications or physical limitations relevant to participation, or write "none"] .

The Participant shall tell the Organizer promptly of any change to this information before continuing to take part in the Activity.

If the Participant is injured or becomes ill during the Activity and is unable to give consent, the Participant authorizes the Organizer to arrange, and to consent on the

Participant's behalf to, the emergency medical examination and treatment that attending medical personnel consider necessary, including transport to a hospital or emergency clinic. All costs of that treatment and transport are the Participant's responsibility.

In case of emergency, the Organizer should contact:

- (a) Emergency contact's name: [Emergency contact's name]
- (b) Emergency contact's phone number: [Emergency contact's phone number]
- (c) Known allergies or relevant conditions, if any:
[Known allergies or relevant conditions, or write "none"]
- (d) Health insurance provider and policy number, if any:
[Health insurance provider and policy number, or write "none"]

6. Parent or Guardian Consent (Minors Only)

Where the Participant is under the age of majority in the Participant's place of residence, this clause applies and the Participant's signature below is given by a parent or legal guardian on the Participant's behalf instead of by the Participant directly. By signing in that capacity, the undersigned confirms being the parent or legal guardian of the Participant, having read this Waiver in full, and on the Participant's behalf accepts the risks described in clause 2, gives the release in clause 3, and agrees to every other term of this Waiver. Where the Participant is not a minor, this clause does not apply and the Participant signs in the Participant's own capacity.

The Participant or, where this clause applies, the parent or legal guardian, is advised that some jurisdictions limit or refuse to enforce a liability release signed on behalf of a minor, regardless of a parent or guardian's consent — see the disclaimer accompanying this document.

7. Governing Law and General

This Waiver and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Arizona], and the Participant submits to the exclusive jurisdiction of the courts of [Jurisdiction].

This Waiver is the entire agreement between the Participant and the Organizer about the Activity and replaces any earlier discussion or understanding about it. It may only be amended in writing signed by both the Participant (or a parent or guardian under clause 6) and the Organizer. If any provision of this Waiver is held unenforceable, the rest continues in force, and a failure to enforce any provision is not a waiver of it.

This Waiver is not binding until it has been signed and dated below, may be signed by

electronic signature, and the Participant confirms having read it in full before signing.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Participant (or Parent/Guardian if under 18)

Signature: _____

Printed name: _____

Date: _____

Organizer or Provider

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____