

# RELEASE OF LIABILITY

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## RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND ASSUMPTION OF RISK AGREEMENT

This Release of Liability, Waiver of Claims, and Assumption of Risk Agreement (the "Agreement") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between:

The Releasor (Participant): \_\_\_\_\_

Address: \_\_\_\_\_

(hereinafter referred to as the "Releasor"),

AND

The Releasee (Host/Organizer): \_\_\_\_\_

Address: \_\_\_\_\_

(hereinafter referred to as the "Releasee").

### I. THE ACTIVITY

The Releasor desires to participate in the event, activity, or service provided by the Releasee. The specific details of the activity are described as follows:

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(hereinafter referred to as the "Activity").

### II. ASSUMPTION OF RISK

The Releasor acknowledges that the Activity may involve inherent risks, dangers, and hazards, including but not limited to physical exertion, environmental conditions, equipment failure, and the negligence of others. The Releasor acknowledges that these risks may result in physical injury, emotional distress, disability, death, or property damage.

The Releasor voluntarily assumes full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by the Releasor, or any loss or damage to property owned by the Releasor, whether caused by the negligence of the Releasee or otherwise, to the fullest extent allowed by law.

### **III. RELEASE AND WAIVER**

In consideration for being permitted to participate in the Activity, the Releasor, for themselves and their heirs, executors, administrators, and assigns, hereby releases, waives, discharges, and covenants not to sue the Releasee, its officers, directors, employees, agents, volunteers, and successors (collectively, the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by the Releasor, or to any property belonging to the Releasor, while participating in such Activity, while in, on or upon the premises where the Activity is being conducted, regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent permitted by law.

### **IV. INDEMNIFICATION**

The Releasor agrees to indemnify and hold harmless the Released Parties from any and all costs, expenses, legal fees, liabilities, losses, and damages that the Released Parties may incur as a result of the Releasor's participation in the Activity, or caused by the Releasor's negligence, intentional misconduct, or violation of this Agreement.

### **V. MEDICAL TREATMENT**

The Releasor hereby consents to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during the Activity. The Releasor agrees to be responsible for any and all costs associated with such medical treatment and acknowledges that the Releasee does not provide health or accident insurance for the Releasor.

### **VI. FITNESS TO PARTICIPATE**

The Releasor certifies that they are physically and mentally capable of participating in the Activity and have not been advised otherwise by a qualified medical professional. The Releasor agrees to comply with all rules, regulations, and instructions of the Releasee.

### **VII. PHOTOGRAPHIC RELEASE**

The Releasor grants the Releasee the right to photograph, videotape, or otherwise record the Releasor's participation in the Activity and to use such recordings for commercial, publicity, or promotional purposes without compensation to the Releasor.

### **VIII. GOVERNING LAW**

This Agreement shall be construed in accordance with and governed by the laws of the State of \_\_\_\_\_ . Any legal action arising out of this Agreement shall be brought in the courts located in the County of \_\_\_\_\_ , State of \_\_\_\_\_ .

### **IX. SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

### **X. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

### **XI. ACKNOWLEDGMENT OF UNDERSTANDING**

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

### **SIGNATURES**

#### **THE RELEASOR (PARTICIPANT)**

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

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Address: \_\_\_\_\_

#### **THE RELEASEE (HOST/ORGANIZER)**

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

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Address: \_\_\_\_\_

**PARENT/GUARDIAN CONSENT (REQUIRED IF PARTICIPANT IS UNDER 18)**

I, the undersigned, am the parent or legal guardian of the minor named above. I have read this Agreement and consent to its terms on behalf of the minor.

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

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Relationship: \_\_\_\_\_

**NOTARY ACKNOWLEDGMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ (Name of Releasor) and

\_\_\_\_\_ (Name of Releasee), proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

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

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

(Seal)