

## RELEASE OF LIABILITY

This Release of Liability (hereinafter referred to as the "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between:

Releasor: Name: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

and

Releasee: Name: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

WHEREAS, the Releasor desires to release and discharge the Releasee from any and all claims, demands, and causes of action arising from or related to any activities or events involving the Releasee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

### 1. Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth

below:

- a. "Releasor" refers to the individual or entity releasing claims.
- b. "Releasee" refers to the individual or entity being released from claims.
- c. "Claims" include any and all claims, demands, actions, or causes of action, whether in law or equity.

## 2. Release and Waiver

The Releasor hereby fully and forever releases, waives, and discharges the Releasee from any and all liability, claims, demands, actions, or causes of action whatsoever arising out of any damage, loss, or injury to the Releasor or the Releasor's property, whether such damage, loss, or injury results from the negligence of the Releasee or from any other cause, including but not limited to gross negligence or willful misconduct.

## 3. Assumption of Risk

The Releasor acknowledges and agrees that participation in any activities or events involving the Releasee carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The Releasor hereby asserts that participation is voluntary and that the Releasor knowingly assumes all such risks, including but not limited to the risk of serious injury or death.

## 4. Indemnification

The Releasor agrees to indemnify and hold harmless the Releasee from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, arising out of or related to the Releasor's participation in activities or events involving the Releasee, including any claims brought by third parties.

## 5. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of laws principles. The parties agree that any legal action or proceeding arising out of or related to this Agreement shall

be brought exclusively in the courts of the State of \_\_\_\_\_ .

#### 6. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect. The parties agree to replace any invalid or unenforceable provision with a valid and enforceable provision that achieves, to the greatest extent possible, the original intent and economic effect of the invalid or unenforceable provision.

#### 7. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter. No other representations, promises, or agreements shall be binding unless in writing and signed by both parties.

#### 8. Notice

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or sent by certified mail, return receipt requested, to the addresses set forth above. Notices sent by certified mail shall be deemed received three (3) days after mailing.

#### 9. Amendment

This Agreement may only be amended or modified by a written agreement signed by both parties. Any waiver of any provision of this Agreement shall not be deemed a waiver of any other provision or of the same provision at any other time.

#### 10. Termination

This Agreement may be terminated by mutual consent of the parties or by either party upon providing thirty (30) days written notice to the other party. Termination shall not affect any rights or obligations that have accrued prior to the effective date of termination.

## 11. Acknowledgment of Understanding

The Releasor acknowledges that they have read this Agreement, fully understand its terms, and understand that they are giving up substantial rights, including the right to sue. The Releasor acknowledges that they are signing the Agreement freely and voluntarily, and intend their signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

IN WITNESS WHEREOF, the parties hereto have executed this Release of Liability as of the date first above written.

Releasor:

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

Printed Name: \_\_\_\_\_

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

Releasee:

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

Printed Name: \_\_\_\_\_

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

Witness:

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

Printed Name: \_\_\_\_\_

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

Notary Public (if required):

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

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

On this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_, before me, a Notary Public in and for said  
state, personally appeared \_\_\_\_\_, known to me to be the  
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that  
he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public Signature: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_