

# ACTIVITY WAIVER

This Activity Release of Liability, Waiver of Claims, and Assumption of Risk Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [RELEASOR NAME], with an address of [RELEASOR ADDRESS] (the "Participant" or "Releasor"), and [RELEASEE NAME], a Corporation, with an address of [RELEASEE ADDRESS] (the "Operator" or "Releasee").

## 1. Recitals and Consideration

The Participant desires to participate in [ACTIVITY] (the "Activity"), described as follows: [DESCRIBE THE ACTIVITY OR SERVICE].

In consideration of the Operator's permission for the Participant to participate in the Activity, the receipt and sufficiency of which are hereby acknowledged, the Participant agrees as follows.

## 2. Assumption of Inherent and Other Risks

The Participant expressly acknowledges and agrees that the Activity carries **inherent and other risks that cannot be eliminated regardless of the care taken to avoid injuries**. These risks include, without limitation: **falls, collisions, equipment malfunction, weather conditions, overexertion, contact with other participants, and hazards inherent in the activity**; risks arising from equipment, terrain, weather, and the conduct of other participants; and any other hazards inherent in or associated with the Activity, whether specifically enumerated or not. The Participant **voluntarily assumes full responsibility** for any and all such risks, including the risk of serious injury, permanent disability, property loss, and death.

## 3. Release of Liability

The Participant hereby **releases, waives, discharges, and covenants not to sue** the Operator, together with the Operator's agents, employees, officers, directors, members, managers, shareholders, successors, assigns, affiliates, parent and subsidiary organizations, insurers, and representatives (collectively, the "Released Parties"), from any and all claims, demands, actions, causes of action, losses, damages, costs, and expenses of any kind — including without limitation claims arising from the **NEGLIGENCE** of any of the Released Parties — that the Participant may have, now or in the future, arising out of or relating to the Activity.

**Gross-negligence carve-out.** Notwithstanding anything to the contrary in this Agreement, the foregoing release does **not** extend to claims arising from (a) gross negligence, (b) recklessness, (c) willful or wanton misconduct, or (d) intentional acts or omissions of any of the Released Parties.

#### **4. Emergency Medical-Treatment Authorization**

In the event of illness or injury during the Activity, and if the Participant cannot be reached promptly, the Participant authorizes the Operator and its agents to (a) secure emergency medical care from any licensed healthcare provider, (b) authorize emergency medical treatment, surgery, or hospitalization as circumstances require, and (c) make reasonable decisions regarding care. The Participant agrees to be financially responsible for such care.

#### **Indemnification**

To the fullest extent permitted by law, the Participant shall indemnify, defend, and hold harmless the Released Parties from and against any and all third-party claims, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from (a) the Participant's participation in the Activity, (b) the Participant's breach of this Agreement, or (c) the Participant's negligence or willful misconduct. This indemnification does not extend to claims arising from the Released Parties' own gross negligence or willful misconduct.

#### **Acknowledgments**

The Participant acknowledges and represents that:

1. The Participant is at least 18 years of age, of sound mind, and has full legal capacity to enter into this Agreement.
2. The Participant has read this Agreement carefully, fully understands its terms, and signs it voluntarily and without duress.
3. The Participant has had the opportunity to ask questions and to consult with independent counsel before signing.
4. The Participant is not relying on any oral representations not contained in this Agreement.
5. The Participant understands that this Agreement is a complete and unconditional release of liability to the fullest extent permitted by law.

#### **General Provisions**

**Governing Law.** This Agreement shall be governed by the laws of the State of [STATE], without regard to its conflict-of-laws principles.

**Severability and Reformation.** If any provision is held invalid, the remaining provisions shall continue in full force and effect. The intent is to provide as broad a release as permitted under [STATE] law.

**Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter.

**Counterparts; Electronic Signatures.** Electronic or PDF signatures shall be treated as original signatures under the federal ESIGN Act (15 U.S.C. § 7001 et seq.).

**Signatures**

**Participant**

\_\_\_\_\_ PRINTED NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ DATE

**Operator**

\_\_\_\_\_ PRINTED NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ DATE