

WAIVER AGREEMENT

Location: _____ Date: _____

PARTIES:

Releasor (Full Name): _____

Releasor Address: _____

Releasee (Full Name): _____

Releasee Address: _____

RECITALS:

WHEREAS, Releasor desires to participate in certain activities or events organized, sponsored, or conducted by Releasee; and WHEREAS, Releasor acknowledges and understands the risks involved in such activities; and WHEREAS, Releasor agrees to release Releasee from liability to the fullest extent permitted by law.

1. RELEASE AND WAIVER OF LIABILITY

Releasor hereby releases, waives, discharges, and covenants not to sue Releasee, its directors, officers, employees, agents, affiliates, successors, and assigns (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, injury, or death, whether caused by the negligence of the Released Parties or otherwise, while Releasor is participating in the activities, or while in, on, or upon the premises where the activities are being conducted.

2. ASSUMPTION OF RISK

Releasor expressly acknowledges and agrees that participation in the activities involves known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to Releasor, to property, or to third parties. Releasor voluntarily assumes full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained while participating in any activities.

3. INDEMNIFICATION AND HOLD HARMLESS

Releasor agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, demands, causes of action, damages, costs, liabilities, and expenses (including attorney's fees) arising out of or related to Releasor's participation in the activities, including but not limited to claims arising from the negligence of the Released Parties.

4. MEDICAL TREATMENT

Releasor consents to receive medical treatment deemed advisable in the event of injury, accident, or illness during participation in the activities. Releasor releases and holds harmless the Released Parties from any claims arising out of such medical treatment.

5. NO WARRANTY; CONDITION OF PREMISES

Releasee makes no warranty, express or implied, regarding the condition of the premises or equipment used in connection with the activities. Releasor accepts the premises and equipment as is and assumes all risks related to their condition.

6. SEVERABILITY

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

7. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflicts of law principles. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the federal or state courts located in _____ County, _____.

8. ACKNOWLEDGMENT OF UNDERSTANDING

Releasor acknowledges that Releasor has read this Agreement, fully understands its terms, and understands that Releasor is giving up substantial rights by signing it, including the right to sue. Releasor acknowledges that Releasor is signing this Agreement freely and voluntarily, and intends by signing it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings or agreements, whether written or oral.

10. SIGNATURES; COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by electronic means shall be deemed originals for all purposes.

RELEASOR'S SIGNATURE

RELEASEE'S SIGNATURE

Date: _____

Date: _____

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

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