

# RELEASE AND WAIVER OF LIABILITY FORM

## 1. Parties and Liability Event.

The individual named below (referred to as "I" or "me") desires to participate in the following activity (the "Activity"):

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The Activity will be provided by \_\_\_\_\_ (*company name / person name*),  
a \_\_\_\_\_ (*state of organization*) \_\_\_\_\_ (*entity type*)(the "Releasee") at the following address:

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In consideration of being permitted by the Releasee to engage in the Activity and in recognition of the Releasee's reliance hereon, I \_\_\_\_\_ (*name of releasor*) agree to all the terms and conditions set forth in this agreement (this "Release").

## 2. Assumption of Risk.

I am aware and understand that the Activity is a potentially dangerous activity and involves the risk of injury, disability, death, or property damage. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of the Releasee, its employees, or others, including negligent emergency response or rescue operations of the Releasee. I understand that while the Releasee has implemented measures to reduce the risk of injury from the Activity, the Releasee cannot guarantee that I will not be injured due to my participation in the Activity.

NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED.

## 3. Release.

I hereby expressly waive and release any and all claims, now known or hereafter known, against the Releasee, and its employees, agents, affiliates, successors, and assigns (collectively, "Releasees"), on account of injury, illness, disability, death, or property damage arising out of or attributable to my

participation in the Activity, whether arising out of the ordinary negligence of the Releasees or otherwise.

I covenant not to make or bring any such claim against the Company or any other Releasee and forever release and discharge the Releasee and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that relevant state law does not permit to be released by agreement.

#### **4. Consideration.**

The parties agree to the following: (please check one)

- The Releasee shall not pay the Releasor to be released from any liability.
- IN CONSIDERATION OF the payment of \$ \_\_\_\_\_, paid by the Releasee to the Releasor, the receipt of which is acknowledged, the Releasor releases and forever discharges the Releasee from all manner of legal actions and claims. I understand that this payment is made in full settlement of any action, claim, and demand that may be brought as a result of sustaining any loss, damage, or injury.

#### **5. Entire Agreement and Binding Effect.**

This Release constitutes the sole and entire agreement of the Releasee and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction.

This Release is binding on and shall inure to the benefit of the Releasee and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of \_\_\_\_\_.

Releasor's Signature: \_\_\_\_\_ Date \_\_\_\_\_

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

Releasee's Signature: \_\_\_\_\_ Date \_\_\_\_\_

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