Liability Waiver & Assumption of Risk Agreement

Please read this agreement carefully. It affects your legal rights.

1. The Activity

I have chosen to take part in the following activity provided by : [describe the activity, including location, equipment used, and whether it is instructed, guided or self-directed] (the "Activity"). This agreement also covers use of 's facilities, equipment and services in connection with the Activity.

2. Inherent Risks

I understand that the Activity has inherent risks that cannot be removed without changing the nature of the Activity. These include, without limitation:

- [risk specific to the Activity, e.g. falling from height, collision, capsizing];
- [risk specific to equipment, e.g. equipment malfunction, improper fit];
- [environmental risk, e.g. weather, terrain, water, heat or cold];
- physical exertion leading to muscle strain, fatigue, dehydration or cardiac events;
- actions of other participants, spectators or third parties;
- errors in judgment by me or by staff, including in instruction or supervision; and
- delayed access to emergency medical care due to location.

These risks can cause minor injuries such as bruises and sprains, serious injuries such as fractures, head or spinal injuries, and, in rare cases, permanent disability or death.

3. Assumption of Risk

I am taking part in the Activity voluntarily and with knowledge of the risks. I assume all risks of injury, illness, death or property loss arising from the Activity, whether those risks are known or unknown, foreseeable or not, and whether caused by me, others or the ordinary negligence of .

4. Fitness to Participate

I confirm that I am in good health and physically able to take part in the Activity. I have disclosed any medical condition, injury, pregnancy, medication or limitation that could affect my safety. I am not under the influence of alcohol or any substance that impairs my judgment. If I have any doubt about my fitness, I have consulted, or I accept responsibility for not consulting, a physician.

5. Release and Covenant Not to Sue

In consideration of being allowed to take part in the Activity, I release, waive and discharge and its owners, employees, instructors, guides, volunteers, agents and contractors (the "Released Parties") from all liability to me, my heirs and my personal representatives for any loss, damage, injury or death arising from the Activity, including liability caused by the ordinary negligence of the Released Parties. I agree not to bring any lawsuit or claim against the Released Parties for the matters released here.

This release does not apply to gross negligence, reckless or intentional conduct, or any liability that cannot be waived under applicable law.

6. Indemnification

I will indemnify and hold harmless the Released Parties from any claims, damages or expenses, including attorneys' fees, arising from my own acts or omissions during the Activity, my breach of this agreement, or claims brought by anyone else on my behalf for matters I have released.

7. Rules and Equipment

I will follow all safety rules, posted signs, briefings and staff instructions. I will inspect any equipment provided to me before use, use it only as instructed, and immediately report anything damaged, ill-fitting or unsafe. If I bring my own equipment, I am responsible for its condition. I will pay for loss of or damage to equipment caused by my misuse. may stop my participation at any time for safety reasons.

8. Personal Property

 is not responsible for loss of, theft of or damage to personal belongings I bring to the Activity.

9. Medical Authorization

If I am injured or ill and unable to make decisions, I authorize to obtain emergency medical treatment for me, including transport to a medical facility, at my expense.

10. Minors

If the participant is under 18, I am their parent or legal guardian, I have read this agreement, and I agree to it on the participant's behalf and on my own behalf to the extent permitted by law. I have explained the risks and rules to the participant, and I will supervise the minor as required by .

11. Severability, Duration and Governing Law

This agreement is intended to be as broad as the law allows. If any part is held invalid, the rest remains in force. It is governed by the laws of the state or country in which operates, and it applies to every occasion on which I take part in the Activity until I revoke it in writing. It is the entire agreement on this subject, and an electronic signature on it has the same effect as a handwritten one.

I have read this agreement, I understand that I am giving up substantial rights, including the right to sue, and I sign it voluntarily.

Please initial each statement

___ I am at least 18 years old or am the parent or legal guardian of the participant.

___ I have read and understand the risks of the Activity and voluntarily assume them.

___ I release {{business}} from liability, including for its ordinary negligence, to the extent permitted by law.

___ I am physically fit to participate and have disclosed relevant medical conditions.

___ I understand I am giving up legal rights by signing this agreement.

Participant full name

Date

Date of birth

Phone

Email

Emergency contact name & phone

Name(s) of minor participant(s)

Parent / guardian name

Signature