

ACTIVITY LIABILITY WAIVER

1. 1. Parties and Acknowledgment

This Waiver, Release, and Assumption of Risk Agreement (the "Waiver") is entered into on [DATE] by [PARTICIPANT NAME], residing at [PARTICIPANT ADDRESS], phone [PARTICIPANT PHONE], email [PARTICIPANT EMAIL] (the "Participant"), in favor of [PROVIDER NAME], a [ENTITY TYPE] located at [PROVIDER ADDRESS] (the "Provider"). References to the Provider include its owners, officers, employees, instructors, coaches, volunteers, contractors, sponsors, equipment suppliers, landlords, and the owners of the premises where the Activity takes place (collectively, the "Released Parties"). THE PARTICIPANT IS GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING THIS DOCUMENT AND SHOULD READ IT CAREFULLY BEFORE SIGNING.

2. 2. Description of the Activity

The Participant is voluntarily taking part in the following activity (the "Activity"): [ACTIVITY DESCRIPTION, e.g., group fitness classes, indoor rock climbing, guided kayak tours, youth soccer training, obstacle race]. The Activity will take place at [ACTIVITY LOCATION] on [ACTIVITY DATE OR DATE RANGE, or "each date on which the Participant attends"]. This Waiver applies to the Activity described above and to all related activities, including instruction, warm-ups, practice sessions, travel arranged by the Provider, use of the premises, locker rooms, parking areas, and any use of equipment supplied by the Provider.

3. 3. Assumption of Risk

The Participant understands that the Activity involves inherent risks that cannot be eliminated regardless of the care taken, and voluntarily assumes all such risks, both known and unknown. These risks include, without limitation: [SPECIFIC RISK LIST, e.g., slips, trips, and falls; collisions with people, equipment, or fixed objects; sprains, strains, fractures, dislocations, and concussions; overexertion, dehydration, heat illness, and cardiac events; equipment failure; drowning or water hazards; exposure to weather; contact with animals or insects; exposure to communicable illness; and injury caused by the conduct of other participants]. These risks may result in minor injury, serious injury, permanent disability, paralysis, or death, and may also result in property damage or financial loss. The Participant accepts these risks as an inseparable part of taking part in the Activity.

4. 4. Waiver and Release of Liability

To the fullest extent permitted by law, the Participant releases, waives, and discharges the Released Parties from all claims, demands, causes of action, damages, and liabilities of any kind arising out of participation in the Activity, including claims based on the ordinary negligence of the Released Parties, whether the injury or loss results from the risks described above or from any other cause connected with the Activity. This release covers claims for bodily injury, illness, death, property damage, and economic loss, and it applies to the Participant and to the Participant's heirs, executors, administrators, and personal representatives. This release does not apply to injury caused by the gross negligence, recklessness, or intentional misconduct of a Released Party, or to any liability that cannot be released under applicable law.

5. 5. Indemnification by the Participant

The Participant agrees to indemnify, defend, and hold harmless the Released Parties from any claim, loss, or expense, including reasonable attorney fees, brought by or on behalf of the Participant or by any third party arising out of the Participant's conduct during the Activity, the Participant's breach of the rules described in Section 8, or the Participant's use of the premises or equipment. This obligation does not extend to claims caused by the gross

negligence, recklessness, or intentional misconduct of a Released Party. If the Participant is a minor, the parent or guardian signing below accepts this obligation on the minor's behalf and on their own behalf.

6. 6. Health, Fitness, and Participant Representations

The Participant represents that they are in good physical condition and have no medical condition, injury, disability, allergy, pregnancy-related restriction, or medication requirement that would make participation unsafe, except as disclosed here: [DISCLOSED CONDITIONS, or "None"]. The Participant confirms they have consulted a physician if there is any doubt about fitness to participate, and understands that the Provider has not conducted and is not qualified to conduct a medical assessment. The Participant will stop participating and notify an instructor immediately if they experience pain, dizziness, shortness of breath, or any other warning sign. The Participant will disclose any change in health status before subsequent sessions. Emergency contact: [EMERGENCY CONTACT NAME AND PHONE].

7. 7. Medical Treatment Authorization

The Participant authorizes the Provider and its staff to arrange emergency medical treatment, including transportation by ambulance, if the Participant is injured or becomes ill during the Activity and is unable to consent. The Participant is responsible for all costs of medical treatment, transportation, and evacuation, and confirms that any personal health insurance is the primary coverage for such costs. The Provider does not provide medical or accident insurance for participants. Relevant medical information the Provider should know is: [MEDICAL NOTES, e.g., allergies, asthma, epilepsy, medications, or "None"]. This authorization is not an assumption by the Provider of any duty to provide medical care.

8. 8. Rules, Conduct, and Right to Remove

The Participant will follow all safety rules, posted signage, instructions from staff, and any code of conduct provided by the Provider, and will use required protective equipment at all times. The Participant will not take part while under the influence of alcohol, cannabis, or any substance that impairs judgment, coordination, or reaction time. The Provider may refuse admission, suspend, or remove any participant whose conduct is unsafe, disruptive, or in violation of the rules, without refund. The Participant is responsible for damage they cause to the premises or to equipment beyond ordinary wear, and for the conduct of any guest they bring.

9. 9. Equipment and Personal Property

The Participant will inspect any equipment before use and will not use equipment that appears damaged, worn, or unsuitable, reporting the condition to staff instead. Equipment supplied by the Provider is provided as-is, without any warranty of fitness for a particular purpose beyond ordinary maintenance and inspection by the Provider. If the Participant uses personal equipment, the Participant is solely responsible for its condition, fit, and suitability. The Provider is not responsible for loss, theft, or damage to personal property brought to the premises, including vehicles, phones, clothing, and valuables left in lockers or common areas.

10. 10. Photography and Media Consent

SELECT ONE. Option A — Consent granted: the Participant grants the Provider permission to photograph and record the Participant during the Activity and to use those images and recordings in promotional and instructional materials, on the Provider's website, and on social media, without compensation. Option B — Consent declined: the Participant does not consent to promotional use of their image, and the Provider will make reasonable efforts to exclude the Participant from published material. The option selected by the Participant is: [OPTION A OR OPTION B]. For broader commercial or advertising use, a separate photo or model release should be signed.

11. 11. Minor Participants — Parent or Guardian Consent

If the Participant is under [AGE OF MAJORITY, e.g., 18] years of age, this Waiver must be signed by a parent or legal guardian. The parent or guardian represents that they have legal authority to consent on behalf of the minor; consents to the minor's participation with full knowledge of the risks described in Section 3; agrees, to the extent permitted by law, to release the Released Parties on behalf of themselves and the minor; and agrees to indemnify the Released Parties against any claim brought by or on behalf of the minor arising from the Activity. The parent or guardian acknowledges that state law may limit the enforceability of a release signed on behalf of a minor and that this Waiver is intended to be enforced to the maximum extent the law allows.

12. 12. Severability and Limits on the Release

If any portion of this Waiver is held invalid or unenforceable, that portion will be limited or severed to the minimum extent necessary and the remaining provisions will continue in full force, with the intent that the release be given the broadest effect permitted by law. Nothing in this Waiver releases or limits liability for gross negligence, recklessness, willful or intentional misconduct, or any other liability that applicable law does not permit to be released in advance. Nothing in this Waiver limits any right to workers compensation benefits or to statutory protections that cannot be waived.

13. 13. Governing Law and Venue

This Waiver is governed by the laws of the State of [GOVERNING STATE], without regard to conflict of laws rules, and any action arising out of the Activity or this Waiver will be brought exclusively in the state or federal courts located in [VENUE COUNTY AND STATE], to whose jurisdiction the Participant consents. This Waiver is the entire agreement between the Participant and the Provider on the subject of risk and liability for the Activity, and it supersedes any oral statement or assurance. It remains in effect for all future participation by the Participant in the Activity unless revoked in writing before the session in question.

14. 14. Acknowledgment and Signature

I HAVE READ THIS WAIVER, RELEASE, AND ASSUMPTION OF RISK AGREEMENT, I UNDERSTAND THAT I AM GIVING UP THE RIGHT TO SUE FOR INJURIES CAUSED BY ORDINARY NEGLIGENCE, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. PARTICIPANT: Signature: _____. Printed Name: [PARTICIPANT NAME]. Date of Birth: [DOB]. Date: [DATE].

PARENT OR LEGAL GUARDIAN (required if the Participant is a minor): Signature: _____. Printed Name: [GUARDIAN NAME]. Relationship to Minor: [RELATIONSHIP]. Phone: [PHONE]. Date: [DATE]. PROVIDER REPRESENTATIVE (optional): _____. [NAME AND TITLE]. Date: [DATE].

15. Disclaimer

This template is provided for general informational purposes only and is not legal advice. The enforceability of a pre-injury liability waiver varies substantially by state: some states enforce clearly written waivers of ordinary negligence, others restrict them heavily, and a few refuse to enforce them for certain activities or recreational facilities. No state permits a valid waiver of gross negligence, recklessness, or intentional misconduct, and releases signed by a parent on behalf of a minor are unenforceable in a number of jurisdictions. Waivers should be conspicuous, activity-specific, and reviewed alongside your liability insurance. Consult a licensed attorney in your state before putting this document into use. Use of this template does not create an attorney-client relationship with ScanContract.

