

# RELEASE OF LIABILITY AND WAIVER OF CLAIMS — READ CAREFULLY BEFORE SIGNING

This Release of Liability and Waiver of Claims (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 Releasor desires to participate in **[ACTIVITY]** (the "Activity"), described as follows: **[DESCRIBE THE ACTIVITY OR SERVICE]**.

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

## 2. Assumption of Risk

The Releasor expressly acknowledges that the Activity carries inherent 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 Releasor 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 Releasor hereby releases, waives, discharges, and covenants not to sue the Releasee, together with the Releasee'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 Releasor 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. No state enforces a release of such claims, and this carve-out is included to preserve the enforceability of the remaining provisions.

**California — Express Reference to Negligence.** The Releasor acknowledges that this release expressly covers claims arising from the ordinary **NEGLIGENCE** of the Released Parties, in satisfaction of the California clarity and conspicuousness requirement. The Releasor expressly waives the rule of contract construction set forth in California Civil Code § 1654 (interpretation against the drafter); this Agreement shall be construed according to its plain meaning.

### **Emergency Medical-Treatment Authorization**

In the event of illness or injury during the Activity, and if the Releasor cannot be reached promptly, the Releasor authorizes the Releasee 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 clothing, shelter, and nourishment. The Releasor agrees to be financially responsible for such care and authorizes the Releasee to disclose relevant medical information to treating providers.

### **Indemnification**

To the fullest extent permitted by law, the Releasor 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 Releasor's participation in the Activity, (b) the Releasor's breach of this Agreement, or (c) the Releasor'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 Releasor acknowledges and represents that:

1. The Releasor is at least 18 years of age, of sound mind, and has full legal capacity to enter into this Agreement.
2. The Releasor has read this Agreement carefully, fully understands its terms, and signs it voluntarily and without duress.
3. The Releasor has had the opportunity to ask questions and to consult with independent counsel before signing.
4. The Releasor is not relying on any oral representations or statements not contained in this Agreement.
5. The Releasor 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 and construed in accordance with the laws of the State of CA, without regard to its conflict-of-laws principles.

**Severability and Reformation.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. If a court finds that any provision would be valid and enforceable if limited in scope, such provision shall be deemed to be so limited and enforced as limited. The intent of the parties is to provide as broad a release as permitted under the law of CA.

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

**No Oral Modification.** This Agreement may be modified only by a written instrument signed by both parties.

**Binding Effect.** This Agreement binds and benefits the parties and their respective heirs, executors, administrators, successors, and permitted assigns.

**Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and electronic or PDF signatures shall be treated as original signatures under the federal E-SIGN Act (15 U.S.C. § 7001 et seq.) and applicable state electronic-transactions law.

## Signatures

The parties have executed this Agreement as of the Effective Date.

### Participant

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

### Operator

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

\_\_\_\_\_  
SIGNATURE

DATE

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