

# Voluntary Waiver and Release Agreement

**Event facility or entity name:** \_\_\_\_\_

**Participant name:** \_\_\_\_\_ **(printed name)**

**Participant's age:** \_\_\_\_\_

**Participant's Date of Birth:** \_\_\_\_\_

This **Voluntary Waiver and Release Agreement** (hereinafter referred to as the "Agreement") is hereby signed and agreed to by the participant signing below, or if the participant is under the age of 18 then by the participant's parent or legal guardian. The Agreement **pertains to all aspects of the event and activities**, including transport or movement or walking to and from the event and activities, as well as during the event and activities. It is understood and agreed that this Agreement is irrevocable.

The participant, or parent or legal guardian on behalf of the participant, asserts and agrees that the participant desires to engage in and participate in the event and activities, and that the participant derives a benefit from being allowed to engage in and participate in the event and activities, and that such participation is important and has great value. The participant, or parent or legal guardian on behalf of the participant, **agrees** that the signing of this Agreement, and agreeing to everything contained in this Agreement, in addition to the cost of participation or attendance, **is fair consideration**, for the participant being allowed to participate in the event and activities.

In consideration of, and in exchange for, being allowed to participate in the event and activities, the participant or parent or guardians on behalf of the participant, do hereby **release and forever discharge** and hold harmless the event facility and entity named above, as well as any of their officers, directors, employees, agents, successors, and assigns (hereinafter referred to as the "Released Parties"), from any and all liability and from any and all claims and demands which participant or his/her heirs, assigns, next of kin, or legal representatives may have or which may accrue with respect to any bodily injury, personal injury, illness, death, or property damage arising from or in any way related to the event or activities, whether caused in whole or in part by any negligence, fault, or other misconduct, including intentional conduct, reckless conduct, or gross negligence.

If the participant is less than 18 years of age, the participant's parent or other legal

**Participant or parent/legal guardian (for minor participant) must INITIAL ON THE LINE, as an acknowledgement that this page was read and understood and agreed to:**

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guardian signing this document are expressly saying that they, on behalf of themselves and of the participant, are agreeing to everything stated in this Agreement, and also **release and forever discharge the Released Parties from any claim whatsoever** in connection with the event or activities.

It is understood that the event and activities are potentially hazardous, and that there are inherent **risks** in the event and the activities, and that the risks include injuries to the skin, soft tissues, muscles, organs, heart, liver, kidneys, stomach, intestines, pancreas, spleen, bladder, esophagus, trachea, lungs, spine, spinal cord, ribs, bones, cartilage, joints, connective tissue, eyes, ears, hair, teeth, gums, nervous system, vascular system, cardio pulmonary system, blood clots, stroke, heart attack, hematoma, blindness, concussion, traumatic brain injury, chronic traumatic encephalopathy, brain damage, loss of bladder or bowel control, paresthesia, hemiparesis, paralysis, burns, death, loss of limbs, loss of pregnancy, injury to fetus or unborn children, crush injuries, dizziness, vertigo, tinnitus, sunburn, brush burns, arthritis, radiculopathy, herniated discs, bulging discs, numbness, RSD, CRPS, injury to fingers, hands, arms, toes, feet, legs, and any other injury to the body or body parts, and property damage. Participants and parents and legal guardians on behalf of the participants are cautioned against participation due to the **above-outlined risks of injury and damage.**

It is understood and agreed by the participant and the parents and legal guardians on behalf of the participant, that the participant, and parents and legal guardians, knowingly **assume all risk of injury** and harm and loss associated with the event and the activities, and hereby releases the Released Parties from any and all liability for any loss, cost, fees, expense, injury, illness, death, or property damage resulting directly or indirectly from the event or activities.

It is understood and agreed by the participant and the parents and legal guardians on behalf of the participant, that **the Released Parties do not assume any responsibility** for, nor obligation to provide, financial assistance or other assistance to the participant, including but not limited to payments or reimbursement for medical or dental treatment, nor medical or health insurance payments or reimbursements in the event of injury, illness, death, or property damage.

The participant and the parents and legal guardians on behalf of the participant do hereby **release and forever discharge the Released Parties from any claim or action which arises from any first aid or medical treatment or dental treatment** or medical service or dental service rendered in connection with the event and activities. This is not intended to release any medical or dental providers such as dentists, doctors, nurses hospitals and other medical facilities from negligence in medical or dental care.

The participant and the parents and legal guardians on behalf of the participant

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understand and agree that photographs and/or video or other images and/or audio recordings may be taken or captured during the event and activities, and that all right, title, and interest in any and all such photographs, images, video, or audio recordings made during the event or activities, including but not limited to the participant's photo, video, image, likeness, and sounds may be used by the event and activity holders, organizers, owners, producers, sponsors, and assigns, without any financial compensation to the participant or parents or guardians.

The participant and the parents and legal guardians on behalf of the participant understand and agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State where the event and activities take place. It is agreed that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not nullify or affect the remaining clauses or provisions of this Agreement, which shall continue to be enforceable.

The participant and the parents and legal guardians on behalf of the participant agree to indemnify the event facility named above if any claims or lawsuits arise as a result of the participant's involvement in the event or activities.

The participant and the parents and legal guardians on behalf of the participant certify that they **have READ and understood the contents of this Agreement**, and that they hereby freely and voluntarily sign and date this Agreement without being under the influence of drugs or alcohol, and without any other influences or duress or other impairments to mental capacity, so that the participant or parent or guardian is able to fully understand the meaning of everything contained in this document.

Participant's name (printed name): \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Participant's address: \_\_\_\_\_

Participant's phone: \_\_\_\_\_

Participant's date of birth: \_\_\_\_\_

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If Participant is under age 18, then a parent or legal guardian, with the power to act on the minor's behalf and in the minor's best interest, must sign for the Participant.

\_\_\_\_\_  
Signature of parent or guardian of minor who will be a Participant Date

\_\_\_\_\_  
Printed name of parent or guardian of minor who will be a Participant

\_\_\_\_\_  
Address and Phone of parent or guardian of minor who will be a Participant