

# LIABILITY AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Parties:

Releasor (Name): \_\_\_\_\_

Releasor Address: \_\_\_\_\_

Releasee (Name): \_\_\_\_\_

Releasee Address: \_\_\_\_\_

## Recitals:

WHEREAS, Releasor desires to participate in activities involving the Releasee, and acknowledges that such activities may involve risks, including but not limited to injury, death, or property damage; and WHEREAS, Releasee desires to obtain a release of liability from Releasor with respect to such risks.

### 1. Release and Waiver of Liability

Releasor hereby fully releases, waives, discharges, and covenants not to sue Releasee, its officers, directors, employees, agents, and affiliates (collectively, the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Releasor, whether caused by the negligence of the Released Parties or otherwise, while participating in any activity or using any equipment provided by Releasee.

### 2. Assumption of Risk

Releasor acknowledges and understands that participation in the activities involves inherent risks, dangers, and hazards which may result in serious injury or death. Releasor voluntarily assumes all such risks, known and unknown, and accepts full responsibility for any injury, death, or damage resulting from participation.

### 3. Indemnification

Releasor agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, demands, liabilities, damages, costs, or expenses (including attorneys' fees) arising out of or related to Releasor's participation or conduct.

### 4. Compliance with Rules and Regulations

Releasor agrees to comply with all rules, regulations, and instructions provided by Releasee and acknowledges that failure to do so may result in immediate removal from activities and forfeiture of any fees paid.

### 5. Representations and Warranties

Releasor represents that he/she is physically fit and capable of participating in the activities and has no medical condition that would prevent safe participation. Releasor certifies that he/she has read and understands this Agreement and signs it voluntarily.

### 6. Severability

If any provision of this Agreement is found to be unenforceable or invalid under applicable law, the remaining provisions shall remain in full force and effect.

### 7. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of law rules. Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**8. Entire Agreement**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or agreements, whether written or oral.

**9. No Admission of Liability**

The parties agree that this Agreement is not an admission of liability by any party and is entered into to avoid litigation and resolve any potential claims.

**10. Acknowledgment of Understanding**

Releasor acknowledges that he/she has read this Agreement, understands it fully, and signs it freely and voluntarily without any inducement or assurance of any nature.

**RELEASOR'S SIGNATURE**

**RELEASEE'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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