

Template from signwren.com. General information, not legal advice. Check your state's rules and adapt it before you use it.

This waiver is for classes, gyms and physical activities. It is not a DMV vehicle-sale release of liability; for a vehicle, use your state's own form, which you can find through [USA.gov's state motor vehicle services list](#).

RELEASE OF LIABILITY AND ASSUMPTION OF RISK WAIVER

Organizer: [Business or organizer's full legal name] ("Organizer")

Address: [Organizer's address]

Participant: [Participant's full legal name] ("Participant")

Date of birth: [date]

Address: [Participant's address]

Phone: [phone] **Email:** [email]

Date: [date]

1. The activity

This waiver covers the Participant's involvement in the following activity (the "Activity"):

[Describe the activity specifically, e.g. "group fitness classes, personal training sessions and use of the gym floor at 123 Main Street"]

It also covers use of the Organizer's facilities and equipment in connection with the Activity.

2. Risks of the activity

The Participant understands that the Activity involves risks that cannot be fully removed, even when the Organizer takes reasonable care. These include:

[List the risks that apply, e.g. muscle strains and pulls, sprains, fractures, falls, overexertion, dehydration, heat illness, contact with other participants, equipment malfunction, uneven surfaces, weather]

Serious injury is uncommon but possible.

3. Assumption of risk

The Participant has read the risks above, understands them, and chooses to take part in the Activity voluntarily. The Participant accepts the risks that are inherent in the Activity.

4. Health and fitness

The Participant confirms that:

- they are physically able to take part in the Activity;

- they have told the Organizer about any medical condition, injury or medication that could affect their safety; and
- they will stop and tell staff if they feel pain, dizziness, shortness of breath or anything unusual.

The Organizer recommends that the Participant check with a physician before starting a new physical activity.

☐ I have a condition the Organizer should know about: [describe]

☐ I have no condition to report.

5. Participant responsibilities

The Participant agrees to follow the instructions of the Organizer's staff, use equipment properly and only as shown, wear suitable clothing and footwear, and stay within their own limits.

6. Release

To the extent allowed by the law of the state named in Section 11, the Participant releases the Organizer and its owners, employees and instructors from claims for injury, illness or property damage arising from the inherent risks of the Activity and from the ordinary negligence of the Organizer.

This release does not apply to injury or loss caused by the Organizer's gross negligence, recklessness or intentional misconduct, or to any claim that cannot be released under applicable law. Nothing in this waiver limits the Participant's rights where the law does not allow them to be waived.

7. Medical treatment

If the Participant is injured or becomes ill and cannot make decisions, the Participant authorizes the Organizer to call emergency services and seek emergency medical care for them. The Participant is responsible for the cost of that care.

Emergency contact name: [full name]

Relationship: [relationship]

Phone: [phone]

8. Photos

☐ The Organizer may use photos or video of the Participant taken during the Activity for promotion.

☐ The Organizer may not use photos or video of the Participant for promotion.

9. Participants under 18

If the Participant is under 18, a parent or legal guardian must sign below. The parent or guardian confirms they have read this waiver, agree to the Participant taking part, and agree to its terms on their own behalf and, to the extent the law allows, on the Participant's behalf.

10. Duration

This waiver applies to the Participant's first session and every later session of the Activity until the Participant or the Organizer ends it in writing, or the Organizer asks the Participant to sign an updated version.

11. General terms

Governing law. This waiver is governed by the laws of [State].

Severability. If any part of this waiver is found unenforceable, the rest remains in effect, and the unenforceable part will be limited to the extent needed to make it enforceable.

Entire agreement. This is the entire agreement between the parties about the risks of the Activity. Any change must be in writing and signed by both parties.

Electronic signatures. The parties agree this waiver may be signed electronically and in counterparts, and an electronic signature has the same effect as a handwritten one.

Read before signing. The Participant confirms they have read this whole waiver, had the chance to ask questions, and are signing it voluntarily.

Signatures

Participant

Signature: _____

Name: [full name]

Date: [date]

Parent or Guardian (if the participant is a minor)

Signature: _____

Name: [full name]

Date: [date]

Relationship to the Participant: [relationship]

Organizer

Signature: _____

Name: [full name]

Date: [date]