**SAMPLE
Participant Waiver, Release, Indemnification of All Claims & Covenant Not to Sue**

**NOTICE:  THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your participation in the [INSERT PROGRAM/ACTIVITY], now or any time in the future.**

**Acknowledgment of Risk**

I, being of sound mind and body, do hereby acknowledge and agree that participation in the [INSERT PROGRAM/ACTIVITY] activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with my participation in this program, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with the [INSERT PROGRAM/ACTIVITY] and that said list in no way limits the operation of this Agreement.

**Coronavirus / COVID-19 Warning & Disclaimer**

Coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in the [INSERT PROGRAM/ACTIVITY] or accessing the [INSERT FACILITY] property and facilities could increase the risk of contracting COVID-19. The [INSERT FACILITY]** in no way warrants that COVID-19 infection will not occur through participation in the [INSERT PROGRAM/ACTIVITY] or by entering upon or accessing the **[INSERT FACILITY]** property or facilities.

Initial

**Waiver, Release, Indemnification & Covenant Not to Sue**

In consideration of my participation in the [INSERT PROGRAM/ACTIVITY], I agree to release and on behalf of myself and my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE the **[INSERT FACILITY]**, its officers, board members, directors, employees, volunteers, agents, representatives and insurers (“Releasees”) from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against the [INSERT FACILITY] on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of the [INSERT FACILITY]’s facilities/equipment or participation in the [INSERT PROGRAM/ACTIVITY] whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of any and all Releasees.

Initial

In consideration of my participation in the [INSERT PROGRAM/ACTIVITY], I, agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my participation in the [INSERT PROGRAM/ACTIVITY].

I hereby certify on behalf of myself that I have full knowledge of the nature and extent of the risks inherent in my participation in the [INSERT PROGRAM/ACTIVITY] and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death, that I sustain while participating in the [INSERT PROGRAM/ACTIVITY] and that by signing this agreement I HEREBY RELEASE and FREE the Releasees of all liability for such loss, damage, or death. I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe participation in the [INSERT PROGRAM/ACTIVITY].

I further certify that my date of birth is \_\_\_\_\_\_\_\_\_\_\_\_\_ (MM/DD/YYYY), that my present age is \_\_\_\_\_\_, that I am therefore of lawful age (18 years or older) and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read and reviewed the entire Agreement, of my own free will.

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Participant Name (Print Clearly) Participant Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date