Release of Liability (General Waiver)

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RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND ASSUMPTION OF RISK AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

1. Parties and Activity

This Release of Liability, Waiver of Claims, and Assumption of Risk Agreement (this "Release") is entered into as of [Date of Signing] by:

Releasor: Jane Doe, residing at 123 Main Street, City, State ("I," "me," or "my")

In favor of: Adventure Sports LLC, located at 456 Oak Avenue, City, State, together with its officers, directors, employees, agents, volunteers, independent contractors, affiliates, successors, and assigns (collectively, the "Releasee")

Activity: Rock climbing instruction, guided outdoor climbing sessions, and related recreational activities
Date: [Activity / Event Date]
Location: Mountain View Adventure Park, 789 Summit Rd, City, State

2. Assumption of Risk

I acknowledge and understand that participation in the above-described activity involves inherent risks, dangers, and hazards that cannot be eliminated regardless of the care taken to avoid them. These risks include, but are not limited to:

(a) Physical injury, including but not limited to sprains, strains, fractures, dislocations, concussions, and other bodily harm;
(b) Illness, disability, or death;
(c) Damage to or loss of personal property;
(d) Exposure to weather conditions including heat, cold, rain, wind, and lightning;
(e) Equipment failure or malfunction;
(f) Actions or inactions of other participants, third parties, or animals;
(g) Uneven, slippery, or otherwise hazardous terrain or surfaces;
(h) Travel to and from the activity location;

(i) Any other risks and hazards inherent to the activity, whether specifically identified or not.

I VOLUNTARILY ASSUME ALL RISKS associated with the activity, including the risk of serious bodily injury, disability, or death, whether caused by the negligence of the Releasee or otherwise. I understand that these risks may result from my own actions, the actions of others, the condition of the premises or equipment, or the nature of the activity itself.

3. Waiver and Release of Claims

In consideration of being permitted to participate in the activity described above, I hereby VOLUNTARILY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Releasee from and against any and all claims, actions, suits, demands, damages, liabilities, losses, costs, and expenses (including attorneys' fees) of any kind or nature whatsoever, whether in law or in equity, arising out of or related to:

(a) My participation in the activity;
(b) Any injury, illness, disability, death, or property damage sustained by me, whether caused by the negligence of the Releasee or otherwise;
(c) The condition of the premises, facilities, or equipment;
(d) The instruction, supervision, or guidance provided (or not provided) by the Releasee.

This release applies to claims that are known or unknown, foreseen or unforeseen, and includes claims arising from the ORDINARY NEGLIGENCE of the Releasee. This release does NOT apply to claims arising from the gross negligence, willful misconduct, or intentional acts of the Releasee.

4. Indemnification and Hold Harmless

I agree to INDEMNIFY, DEFEND, AND HOLD HARMLESS the Releasee from and against any and all claims, actions, suits, demands, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and court costs) that may be asserted against the Releasee by any person or entity arising out of or related to:

(a) My participation in the activity;
(b) My failure to comply with rules, regulations, or instructions;
(c) Any injury or damage caused by my acts or omissions;
(d) Any rescue or medical treatment provided to me in connection with the activity;
(e) Any claim brought by my family members, heirs, personal representatives, or assigns.

This indemnification obligation shall survive the termination of this Release and shall be binding upon my heirs, executors, administrators, personal representatives, and assigns.

5. Medical Authorization and Health Disclosure

I represent that I am in adequate physical condition to participate in the activity and do not have any medical condition that would make my participation unsafe. Known medical conditions:

None, or list conditions

I authorize the Releasee to obtain emergency medical treatment for me at my expense if I am unable to authorize such treatment myself. I understand that the Releasee is not obligated to provide medical treatment and that any first aid rendered is provided in good faith.

Emergency Contact: John Smith
Phone: (555) 123-4567

I understand that it is my responsibility to carry my own health insurance. I agree to be financially responsible for all costs of medical treatment in the event of an injury during the activity.

7. Acknowledgment and Agreement

BY SIGNING BELOW, I ACKNOWLEDGE THAT:

(a) I have read this Release in its entirety and fully understand its contents;
(b) I understand that by signing this Release, I am giving up legal rights, including the right to sue the Releasee;
(c) I am signing this Release voluntarily and of my own free will;
(d) I am at least eighteen (18) years of age and legally competent to enter into this Release;
(e) I have been given the opportunity to ask questions about this Release and have received satisfactory answers;
(f) I agree to abide by all rules, regulations, and instructions provided by the Releasee;
(g) This Release is binding upon me, my heirs, executors, administrators, personal representatives, and assigns.

This Release shall be governed by the laws of the State of Colorado. If any provision of this Release is found to be unenforceable, the remaining provisions shall remain in full force and effect.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

Releasor

Signature: _____

Printed Name: _____

Date: _____

Title: _____