Liability waiver form

Participation in the activity

I voluntarily choose to participate in the activities, services or events provided by **[Business or Organisation Name]**, including **[Describe the Activity or Service]**.

I understand that participation is optional and that I may decline or stop participating at any time.

I agree to follow all reasonable instructions, safety rules and participation requirements provided by the business, its staff, instructors or representatives.

The business may refuse, restrict or end my participation if it reasonably believes that:

- I am unable to participate safely
- I have not followed safety instructions
- I am under the influence of alcohol, drugs or another impairing substance
- My conduct presents a risk to myself or others
- Weather, equipment, facilities or other conditions make participation unsafe

Fees, deposits or reserved appointment time may remain subject to the business's cancellation and refund policies.

Health and ability to participate

I confirm that I am physically and mentally capable of participating safely, except for any condition or limitation that I disclose before participation.

I agree to inform the business about relevant information, including:

- Medical conditions that may affect participation
- Injuries, pain or physical limitations
- Allergies or previous serious allergic reactions
- Medication that may affect coordination, alertness or physical ability
- Pregnancy or possible pregnancy where relevant
- Previous fainting, seizures or loss of consciousness
- Restrictions recommended by a healthcare professional
- Any other condition that may require additional assistance or adjustments

I understand that the business and its staff are not medical professionals unless expressly stated otherwise.

The business may recommend that I consult a qualified healthcare professional before participating.

Acknowledgment of risks

I understand that participation may involve ordinary and inherent risks that cannot be completely eliminated, even when reasonable safety measures are followed.

Depending on the activity, possible risks may include:

- Slips, trips and falls
- Cuts, bruises and abrasions
- Strains, sprains and fractures
- Collisions with people, equipment or objects
- Equipment failure or misuse
- Physical exertion, fatigue or dehydration
- Exposure to heat, cold, weather or environmental conditions
- Allergic reactions or unexpected health events
- Damage to personal belongings
- Emotional discomfort or distress
- Serious injury, permanent disability or, in rare cases, death

I understand that the specific risks depend on the activity, location, equipment, conditions and my own health, behaviour and experience.

I voluntarily choose to participate despite these risks.

Safety responsibilities

I agree to:

- Follow all safety instructions and rules
- Use equipment only as directed
- Wear any required protective equipment
- Stop participating if I feel unwell, unsafe or unable to continue
- Immediately report injuries, hazards or damaged equipment
- Avoid reckless, disruptive or dangerous behaviour
- Not participate while impaired by alcohol, drugs, medication, fatigue or illness
- Respect other participants, staff and property

I understand that failing to follow instructions may increase the risk of injury and may result in my removal from the activity.

Equipment and facilities

I will inspect any equipment made available to me before use and report visible damage or safety concerns.

I will not use equipment that I do not understand or feel capable of using safely.

I accept responsibility for damage caused by my intentional conduct, misuse, reckless behaviour or failure to follow instructions.

I am not responsible for ordinary wear and tear or pre-existing damage.

Personal belongings

I understand that personal belongings may be lost, stolen or damaged during participation.

I am responsible for protecting my own valuables, clothing, electronic devices and other property.

To the fullest extent permitted by law, **[Business or Organisation Name]** is not responsible for ordinary loss or damage to personal belongings unless caused by liability that cannot legally be excluded.

Emergency assistance

If I become ill or injured, I authorize the business and its staff to:

- Provide reasonable first aid
- Contact my emergency contact
- Contact emergency medical services
- Arrange transportation to an appropriate healthcare facility
- Share relevant information with emergency responders where necessary

I understand that the business cannot guarantee that my emergency contact will be reached before assistance is provided.

I accept responsibility for medical, ambulance and treatment expenses unless applicable law or legally established liability requires otherwise.

Assumption of risk

I knowingly and voluntarily accept the ordinary and inherent risks associated with participating in the activity.

I accept responsibility for injuries, losses or complications caused or materially contributed to by:

- Relevant information I concealed or provided inaccurately
- A medical condition or limitation I failed to disclose
- My failure to follow reasonable safety instructions
- My misuse of equipment or facilities
- My reckless, unlawful or prohibited conduct
- My participation while impaired or medically unfit
- Events outside the business's reasonable control

Liability release

To the fullest extent permitted by applicable law, I release **[Business or Organisation Name]** and its owners, directors, employees, instructors, contractors, volunteers and representatives from claims arising solely from:

- Ordinary and inherent risks that I knowingly accepted
- My failure to follow reasonable safety rules or instructions
- Relevant information I concealed or provided inaccurately
- My misuse of equipment or facilities
- My reckless, unlawful or prohibited conduct
- Acts or events outside the organisation's reasonable control

This release does not exclude or limit liability that cannot legally be excluded or limited.

It does not apply to fraud, intentional misconduct, gross negligence, reckless conduct, violations of mandatory consumer rights or any other liability that applicable law prohibits the organisation from waiving.

Responsibility for minors or dependants

Where I sign on behalf of a minor or another person who cannot legally provide their own consent, I confirm that:

- I am their parent, legal guardian or otherwise legally authorized to act on their behalf

- I have provided accurate information about their health and ability to participate
- I understand the risks on their behalf
- I agree to ensure that they follow all safety instructions
- I authorize reasonable emergency assistance when necessary

The organisation must still comply with applicable safeguarding, supervision and child-protection requirements.

Privacy and recordkeeping

I understand that the organisation may collect and retain my information where reasonably necessary to:

- Register and identify participants
- Manage the activity or service
- Maintain consent and safety records
- Respond to injuries, incidents, complaints or legal claims
- Meet insurance, licensing and other legal obligations

My information will be handled according to the organisation’s privacy notice and applicable data-protection laws.

Final declaration

By completing and signing this form, I confirm that:

- I have read and understood the entire waiver.
- The information I provide is complete and accurate.
- I understand the nature of the activity.
- I understand and accept the ordinary and inherent risks.
- I am capable of participating safely or have disclosed relevant limitations.
- I agree to follow all safety rules and instructions.
- I authorize reasonable emergency assistance if necessary.
- I had an opportunity to ask questions before signing.
- I voluntarily choose to participate.
- I understand that this waiver does not remove rights or protections that cannot legally be waived.

Participant completion

Contact details

First name *

Last name *

Phone

Email *

☐ I have read, understood and agree to the Liability Waiver and Assumption of Risk above. I confirm that the information provided is accurate and voluntarily accept the risks of participation. *

Signature *