

U.S. Rotary Club & District Liability Insurance Program

Loss Control Guidelines

Use of Waiver and Release Forms

A waiver and release form is a risk management tool that can be used to reduce the likelihood of a claim or lawsuit being brought against your club/district. It can also enhance communication and understanding between all participating parties.

A waiver and release form relinquishes claims one party may have against another. Consider requiring participants to sign waiver forms for events where your club/district can identify the persons participating in the activity prior to the event (such as a 5K race, a baseball league, poker runs, etc.). **Remember, a waiver and release form is not a substitute for careful supervision of your club/district's activities.**

The waiver and release form should detail the risks associated with the activity. For example, a waiver and release for a 5K race should include (but is not limited to) the inherent dangers of changing weather conditions, natural obstacles such as trees and rocks, and the possibility of severe injury resulting from a fall.

The waiver and release form will not always protect your club/district from claims, but it will likely be held as valid when worded properly. Consult an attorney to draft these forms. **Please see page 2 and 3 for sample language for Adult and Minor participants.**

WAIVER AND RELEASE (Minor)

I fully understand that training for and participating in activities such as _____ may result in accidents, illness, or serious injury. I am voluntarily allowing my child to participate in _____ (hereinafter the "event") sponsored by the _____ Rotary Club (hereinafter "the Rotary Club") with complete understanding of the risks associated with participation in the event.

I further acknowledge that this event requires participants to be in proper physical condition. By signing this Waiver and Release Form, I declare that my child is medically able, properly trained, physically fit, and capable of participating in the event.

In consideration for my child being allowed to participate in the event, we agree to release and hold harmless the premises owner and the event's sponsors, including the Rotary Club, its affiliates, agents, and employees, from all liability for any injuries and/or illnesses sustained by my child, which may directly or indirectly result from my child's conduct or from the negligence of other participants in the event, and/or from the negligence of the premises owner or the negligence of the sponsors of the event, including the Rotary Club, its affiliates, agents, and employees. I also acknowledge full and sole responsibility for any and all medical expenses that my child may incur as a result of any injury and/or illness that occurs as a result of my child's participation in the event. I understand and agree that this Waiver and Release is binding upon my child and myself.

I hereby grant my consent and permission to the Rotary Club, its affiliates, agents and employees, to use my child's name, photograph, videotape, motion picture recording, voice, or likeness for Rotary purposes, including pre and post event publicity. I have carefully read this Waiver and Release and fully understand its contents. On behalf of myself and my minor child, I consent and agree to the terms of this Waiver and Release and, by my signature below, authorize my child's participation subject to those terms.

X _____
Signature of Minor's Parent or Legal Guardian

Date

X _____
Signature of Minor Participant

Date

Print Name of Minor Participant

WAIVER AND RELEASE (Adult)

I fully understand that training for and participating in activities such as _____ may result in accidents, illness, or serious injury. I am voluntarily participating in _____ (hereinafter the "event") sponsored by the _____ Rotary Club (hereinafter "the Rotary Club") with complete understanding of the risks associated with participation in the event.

I further acknowledge that this event requires participants to be in proper physical condition. By signing this Waiver and Release Form, I declare that I am medically able, properly trained, physically fit, and capable of participating in the event.

In consideration for being allowed to participate in the event, I agree to release and hold harmless the premises owner and the event's sponsors, including the Rotary Club, its affiliates, agents, and employees, from all liability for any injuries and/or illnesses that may directly or indirectly result from my conduct or from the negligence of other participants in the event, and/or from the negligence of the premises owner or the negligence of the sponsors of the event, including the Rotary Club, its affiliates, agents, and employees. I also acknowledge full and sole responsibility for any and all medical expenses that I may incur as a result of any injury and/or illness related to my participation in the event. I understand and agree that this Waiver and Release is binding.

I hereby grant my consent and permission to the Rotary Club, its affiliates, agents and employees, to use my name, photograph, videotape, motion picture recording, voice, or likeness for Rotary purposes, including pre and post event publicity.

I have carefully read this Waiver and Release and fully understand its contents. By my signature below, I consent and agree to the terms of this Waiver and Release.

X _____
Signature of Participant

_____ Date

Print Name of Participant