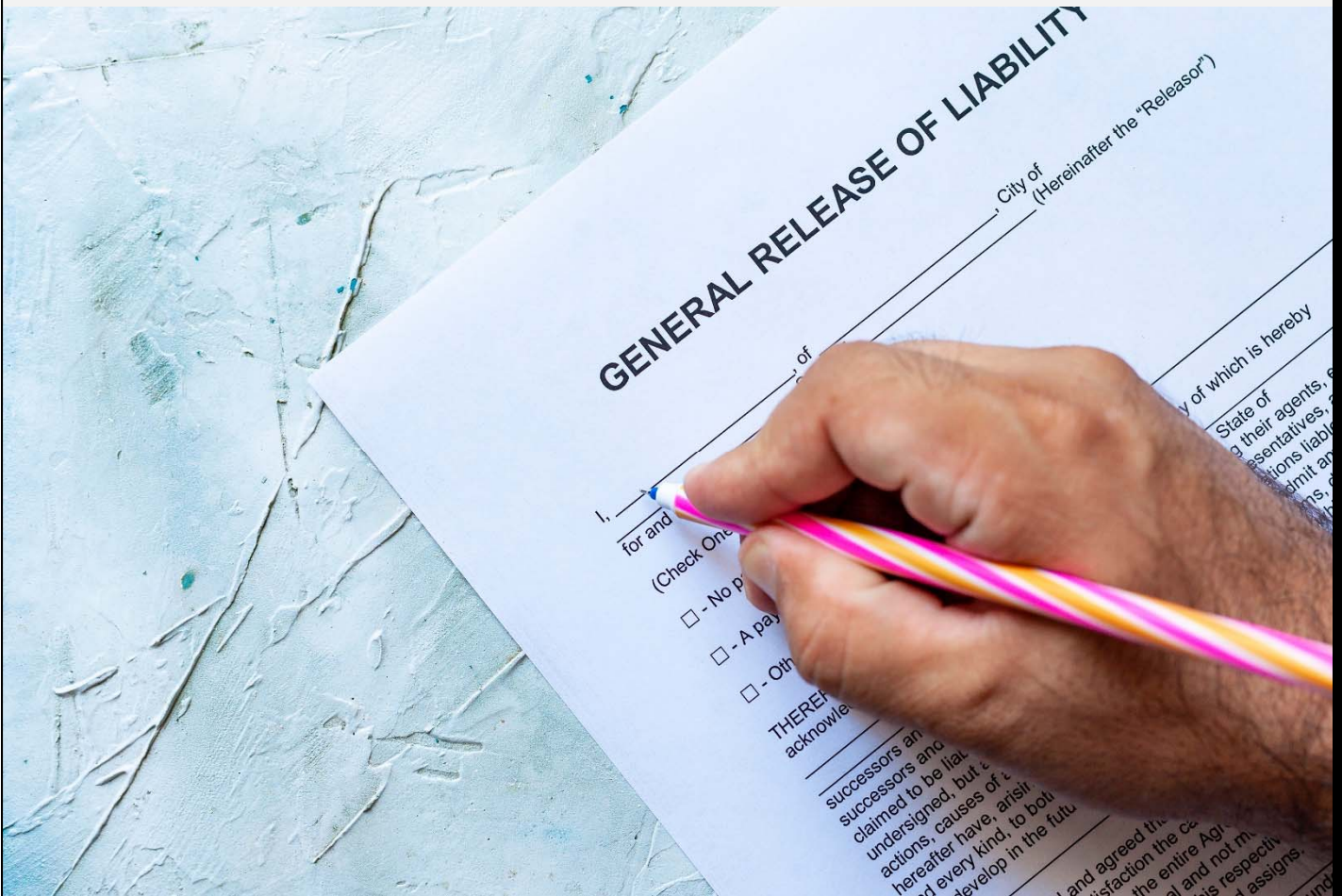


SAFETY BULLETIN

WAIVER & RELEASE BEST PRACTICES



WAIVER & RELEASE BEST PRACTICES

Effective Waivers include the following:

- ☑ **Notice of Legal Document:** The Waiver needs to give notice to the person signing it that they are signing a legal document.
- ☑ **Parties:** The Waiver needs to identify who is being protected by the Waiver and who it applies to.
- ☑ **Assumption of Risk Language:** The Waiver needs to contain language that clearly explains the risks associated with the activity(s) for which the person is waiving their rights.
- ☑ **Agreement to Assume the Risk:** The Waiver needs to contain language that states the person signing the Waiver appreciates and understands the danger of the activity and agrees to assume the risk.
- ☑ **Negligence:** The Waiver needs to contain language in which the person signing the Waiver agrees to give up their right to sue for negligent acts, to include negligence on the part of the insured.
- ☑ **Plain Language:** The Waiver needs to be written in a clear and unambiguous manner so that it can be easily understood. The Waiver also needs to be designed for the specific activity in which the signer has chosen to participate.
- ☑ **Waiver Format:** The Waiver needs to be structured in such a way that it is clear and to the participant what they are signing. Waivers should be:
 - No more than one page in length;
 - Written in a large and readable font with headings and important sections emphasized in bold; and
 - Written in a manner where the Waiver language is not embedded with other information (e.g. membership fees, model releases, marketing information etc.)
- ☑ **Signatures:** The Waiver must include both a signature line and a date line for the participant to sign and date the document.

CONCLUSION

While Waivers are not bullet proof, a properly drafted Waiver & Release can be a very effective risk management tool. Over the years, the Waiver has proven to be an effective defense tool in protecting sports, leisure and entertainment organizations from law suits where an individual has chosen to “assume the risks” associated with an activity in which he or she decides to participate.

If you have any questions concerning this important Safety Bulletin, please contact us today.



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