The hows and whys of participant waivers

When written properly and signed accordingly, a liability waiver serves two purposes: it can prevent lawsuits and protect an organization from the actions of the participant.

To provide the greatest protection, a waiver must include:

• A Hold Harmless Agreement
• An Indemnification Agreement

Never use a boilerplate waiver (i.e. an online template) as is.

• Problems can occur when the language is vague or ill-equipped to identify the activity it is intended to represent.
• Start with a template and add language that is specific to your needs. Make the waiver clear and easy to understand. Have your attorney review all waivers prior to use.

Make sure the event is planned prior to creating the waiver.
• This reduces the possibility that last-minute changes may not be reflected in the document.

Each and every person who participates in the event must sign the waiver.
• A court may not uphold the waiver should it learn that not all participants were treated equally.

When an activity involves children, both parents/guardians must sign the waiver.
• Be aware that local jurisdictions vary with respect to rights that may not be waived. Have your attorney confirm that your waiver meets with all legal requirements.

When used as part of a strong risk management program, waivers provide a valuable layer of protection. They act as a deterrent, are excellent prevention tools, and are a secondary method of setting expectations for the activities. However, waivers do not lessen your duty to provide safe programs.