



## Employee Waiver & Release Agreement

This Liability Waiver & Release Form (the “agreement”) is a written agreement between (the “Company”) and the employee who is attending company sponsored events (the “participant”). The agreement is being entered into in consideration of the benefit of participating in any and all company-sponsored events. The participant hereby acknowledges and agrees to the following:

1. **Voluntary Participation.** Participant understands and confirms that participation in any event offered by the company is voluntary. The participant warrants that he or she is in overall good health and that no bodily or mental condition would create an unreasonable risk of harm to himself or herself in participating in any activities sponsored by the company
2. **The Assumption of Risk.** Participant understands and acknowledges that there may be potential risks involved related to participation in the event. Participant assumes all risks, known and unknown, in any way connected with the participant’s participation in the event. Participant accepts full responsibility for any liability, injury, loss, damage or death in any way connected with participation in the event. Participant acknowledges that participation in the event is at the participant’s sole risk. Participant releases the company from any and all liability or claims which may arise from participation in the event.
3. **Consumption of Alcohol.** Participants twenty-one (21) years of age and older are able to drink alcohol during the event should they choose to do so. However, alcohol consumption is at the participant’s own discretion, risk, and liability. Excessive alcohol consumption is not condoned by the company. The participant hereby assumes all risks involved with the consumption of alcohol and unconditionally holds the company harmless.
4. **Modification.** The provisions of this agreement can only be modified by a written instrument executed by an authorized agent of the company.
5. **Entire Agreement.** This agreement constitutes the entire agreement and understanding between the participant and the company, and cancels, terminates and supersedes any prior agreement or understanding relating to the subject matter hereof.
6. **Severability.** If any part of this agreement is found to be void by law, the remaining provisions of this agreement will nevertheless be binding with the same effect as though the void portions were deleted.

7. Governing law. The construction and meaning of the terms and provisions of this agreement will be interpreted in accordance with the laws of the state of New York.

8. Binding Effect. Participant acknowledges that this agreement is binding upon participant's heirs and assigns, personal representative, beneficiaries and next of kin.

By signing this agreement, I, the participant, agree to waive any present or future claims, and will release and hold harmless the company from any and all liability as a result of any injuries/and or damages suffered or incurred while attending company-sponsored events or on the premises belonging to the company, for any reason, whether consuming alcohol or not. I sign this agreement voluntarily and agree to waive and release any and all claims whatsoever arising from my participation in company-sponsored events.

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_