

Disclaimer Statement for Nightclub/Bar

This Packet Includes:

1. General Information
2. Instructions and Checklist
3. Disclaimer Statement for Nightclub/Bar

General Information

Disclaimer Statement for Nightclub/Bar

This Disclaimer Statement for a Nightclub/Bar indemnifies a bar or nightclub from liability in the event of injury to an individual or property damage. This disclaimer sets out the services which the establishment promotes (i.e., live music, karaoke, live DJ or dancing), the inherent risks and that the services offered by nightclub are provided on an "as is" or "as available" basis. It also sets forth that patrons understand that the club, its employees or agents are not liable for any damages resulting from use the of the nightclub services.

It is imperative that every nightclub and bar have a disclaimer displayed in a prominent area or location. A written Disclaimer Statement for Nightclub/Bar will prove invaluable in the event of accidents or damages suffered by the patrons of your establishment.

Instructions and Checklist

Disclaimer Statement for Nightclub/Bar

- The parties should read the document carefully.
- Insert all requested information in the spaces provided on the form.
- This form contains the basic terms and language that should be included in similar agreements.
- This form contains indemnification and disclaimer language and should be prominently displayed within your nightclub or bar.
- The parties should retain either an original or copy of this disclaimer statement.
- All legal documents should be kept in a safe location such as a fireproof safe or safe deposit box.

DISCLAIMER:

FindLegalForms, Inc. (“FLF”) is not a law firm and does not provide legal advice. The use of these materials is not a substitute for legal advice. Only an attorney can provide legal advice. An attorney should be consulted for all serious legal matters. No Attorney-Client relationship is created by use of these materials.

THESE MATERIALS ARE PROVIDED “AS-IS.” FLF DOES NOT GIVE ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY OR COMPLETENESS FOR ANY OF THE MATERIALS FOR YOUR PARTICULAR NEEDS. THE MATERIALS ARE USED AT YOUR OWN RISK. IN NO EVENT WILL: I) FLF, ITS AGENTS, PARTNERS, OR AFFILIATES; OR II) THE PROVIDERS, AUTHORS OR PUBLISHERS OF ITS MATERIALS, BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATE OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER USED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THESE MATERIALS.

DISCLAIMER STATEMENT FOR A NIGHTCLUB/BAR

We at _____ (Insert the name of the nightclub / bar) (herein after referred to as the “Nightclub/Bar”) offer you _____ (Insert the services so offered at the nightclub/ bar).

You agree to indemnify, defend and hold the Nightclub/Bar, our employees and agents, harmless from any claim or demand, including attorney’s fees, made by any party due to or arising out of any injury or damage, to person or property, occurring in the Nightclub/ Bar, or the building in which it is located, due to any act or omission on your part.

You expressly agree that (except as may be prohibited by law), your use of the services offered at the Nightclub is at your sole risk, the services are provided on an “as is” and “as available” basis. We make no representation that the services so offered by the Nightclub would meet your requirements, or would be uninterrupted, timely or error free, or that the quality of services would be as expected by you. We expressly disclaim all warranties of any kind, whether expressed or implied.

You expressly understand and agree that _____ Nightclub, its employees, agents or assigns, shall not be liable for any direct or indirect damages of any nature resulting from the use of the services offered by the Nightclub, statements or conduct of any third party at the Nightclub premises or any other matter relating to the Nightclub. Some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such States or Jurisdictions, the Nightclub’s liability shall be limited to the fullest extent permitted by law.

You on behalf of yourself hereby release, remise and forever discharge _____ Nightclub and its service providers and each of their respective agents, employees and all other related persons from any and all claims, demands, causes of action or liabilities of any nature and kind whatsoever and howsoever arising, whether known or unknown, which now or hereafter exist , which arise from relate to , or are connected with your use of the services.

This Disclaimer shall be governed by the laws of the State of _____ without regard to its conflict of law provisions. You agree to submit to the personal and exclusive jurisdiction of the courts located within the State of _____.The failure of _____ Nightclub to exercise or enforce any right or provision of this Disclaimer shall not constitute a waiver of such right or provision. If any provision of this Disclaimer is found

by a court of competent jurisdiction to be invalid, unlawful, void, or for any reason unenforceable the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Disclaimer shall remain in full force and effect.