When drafting product liability waivers, it's crucial to consider several key legal aspects to ensure that the waiver is enforceable and provides the intended protection. Here are the key considerations, followed by a sample waiver template with explanations of important clauses:

**Key Legal Considerations for Product Liability Waivers**

1. **Clear Language**: Use clear and unambiguous language that can be easily understood by the average person. Avoid legal jargon that might confuse the reader.
2. **Scope of Waiver**: Clearly define the risks that are being waived, including specific injuries or damages that might occur from using the product.
3. **Voluntary Participation**: Ensure that the waiver is signed voluntarily and that the signatory has the option to refuse without penalty.
4. **State Law Compliance**: Comply with the laws and regulations of the jurisdiction in which the product is sold or used. Different states have different rules about the enforceability of liability waivers.
5. **Consideration**: The waiver should either be a part of a mutually beneficial contract or there should be some form of consideration (something of value exchanged) to the signatory.
6. **Age and Capacity**: Ensure that the person signing the waiver is legally capable of doing so, which generally means being of legal age and sound mind.
7. **Conspicuousness**: Important provisions, especially those involving release of liability, should be conspicuous in the document, often highlighted in some way.

**Sample Product Liability Waiver Template**

**PRODUCT LIABILITY WAIVER**

**I. Acknowledgment of Risk**

I, [Name], understand and acknowledge that the use of [Product Name] involves risks, including but not limited to personal injury, property damage, and other losses associated with its use.

**Explanation**: This clause makes it clear that the user is aware of the risks involved in using the product.

**II. Assumption of Risk**

I willingly agree to assume all risks associated with the use of [Product Name], whether known or unknown to me at this time.

**Explanation**: This clause states that the user voluntarily takes on the risk of using the product.

**III. Release of Liability**

I hereby release, waive, and discharge [Company Name], its officers, associates, and designees from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while using [Product Name].

**Explanation**: This is the core clause where the user agrees not to hold the company responsible for any potential liabilities.

**IV. Indemnification**

I agree to indemnify and hold harmless [Company Name] from any loss, liability, damage, or costs, including court costs and attorneys' fees that [Company Name] may incur due to my use of [Product Name].

**Explanation**: This clause requires the user to cover any legal costs incurred by the company due to claims related to the user's use of the product.

**V. Acknowledgment of Understanding**

I have read this waiver of liability, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

**Explanation**: This final acknowledgment is crucial as it confirms the user understands and agrees to the terms of the waiver.

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Final Notes**

This template is a starting point and might need adjustments based on specific products or local legal requirements. It's advisable to have any liability waiver reviewed by legal counsel to ensure that it complies with applicable laws and effectively protects the company from potential lawsuits.