

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

IN CONSIDERATION of myself, and in the case of any minor child or ward in consideration of my child or ward, being permitted to practice, train, compete, use equipment, observe, volunteer, assist, set up equipment, fund raise, coach, or participate in any way in practices, competitions, and all other pole vaulting related activities, (hereinafter referred to collectively as Events), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin, and for his/her child or ward:

1. **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NO TO SUE** AP Vaulting Inc, and regardless of any affiliation with AP Vaulting Inc, all members, vaulters, promoters, coaches, volunteers, participants, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, rescue personnel, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin, and FROM ALL LIABILITY TO THE UNDERSIGNED'S CHILD OR WARD, FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED OR TH UNDERSIGNED'S CHILD OR WARD, ARISING OUT OF OR RELATED TO THE EVENT (S), CAUSED BY THE NEGLIGENCE OF THE RELEASEES.
2. **HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they or their child or ward may incur arising out of or related to the EVENT(S) CAUSED BY THE NEGLIGENCE OF THE RELEASEES.
3. **HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** to themselves or to their child or ward, arising out of or related to the EVENT(S) caused by the NEGLIGENCE OF RELEASEES.
4. **HEREBY ACKNOWLEDGES THAT THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS** and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED BY THEM OR BY THEIR CHILD OR WARD MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

5. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, **INCLUDING NEGLIGENT RESCUE OPERATIONS** and is intended to be as broad and inclusive as is permitted by the laws of the province or State in which the Event(s) is/are conducted and that if any portion thereof is held in valid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. The undersigned further acknowledges that if the terms and conditions of this **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT** are unacceptable, they have the opportunity to discuss the potential modification of this agreement, the provision of insurance coverage and cost related thereto, modification of the scope of the participant's activities, and otherwise bargaining for a mutually acceptable alternative.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS OF MY OWN AND OF MY CHILD OR WARD BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Parent or Guardian

Date

Parent or Guardian

Date

Athlete/Participant

Date