

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
(hereinafter referred to as “Agreement”)**

In consideration of the school, or adult user, or in the case of any minor child or ward, in consideration of their being permitted to use the pole(s) rented from AP Vaulters, **EACH OF THE UNDERSIGNED, FOR THE SCHOOL, HIMSELF/HERSELF, HIS/HER PERSONAL REPRESENTATIVES, HEIRS, AND NEXT OF KIN, AND FOR HIS/HER CHILD OR WARD (hereinafter collectively referred to as the “Undersigned”)**:

1. **HEREBY ACKNOWLEDGE THAT THE USE OF THE POLE(S) IS VERY DANGEROUS** and involves the risk of serious injury, death, and property damage.
2. **HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE** to the Undersigned and any user of the pole(s), arising out of or related to the use of the pole(s) but only to the extent caused by the negligence of AP Vaulters, and all of its members, promoters, coaches, volunteers, directors, officers, insurers, agents, and employees (hereinafter collectively referred to as “AP Vaulters”).
3. **HEREBY ACKNOWLEDGES THAT THE POLE(S) ARE USED** and agrees that by taking possession of the pole(s), the Undersigned acknowledges that Undersigned has inspected the pole(s), found then satisfactory, and AP Vaulters bears no responsibility for the pole(s) condition or any resulting injuries or harm if the pole(s) are used when in a damaged or unsafe condition, but only to the extent caused by the negligence of AP Vaulters.
4. **HEREBY ACKNOWLEDGES THAT AP VAULTERS HAS MADE NO WARRANTIES OR REPRESENTATIONS** relating to the condition of the pole(s) to be rented, nor has it recommended any size or type of pole(s) to be rented. **UNDERSIGNED WAIVES ANY AND ALL CLAIMS AGAINST AP VAULTERS IN ANY WAY RELATING TO ANY WARRANTY, REPRESENTATION, AND RECOMMENDATION IN ANY WAY RELATING TO THE POLE(S).**
5. **HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE AP VAULTERS** for any and all loss or damage, and any claim or demand therefor on account of injury to person or property or resulting in death of the user of the pole(s), arising out of or related to the rental, selection, use, condition, inspection, and maintenance of the pole(s) (hereinafter “Use of the Poles”), but only to the extent caused by the negligence of AP Vaulters.
6. **HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AP VAULTERS** from and against any claim, demand, cause of action, loss, or liability (including attorney’s fees and expenses of litigation) for any property damage, personal injury, or death arising from the Undersigned or anyone else’s Use of the Pole(s), but only to the extent caused by AP Vaulters’ negligence. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination.

7. **HEREBY ACKNOWLEDGES THAT THIS AGREEMENT WAS NOT PRESENTED ON A TAKE IT OR LEAVE IT BASIS** and that the Undersigned was provided with the opportunity to bargain for an acceptable alternative. The Undersigned further acknowledges that bargaining could have resulted in changes to the wording and scope of this Agreement, the provision of insurance coverage protecting the AP Vaulters in lieu of signing this Agreement, the modification of the scope of the participant's activities with a corresponding decrease in the applicability of this Agreement, and other reasonable modifications.

8. **HEREBY AGREES** that if any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS OF MY OWN, MY PERSONAL REPRESENTATIVE, HEIRS, AND NEXT OF KIN, 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 LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW FOR THE NEGLIGENT ACTS OF AP VAULTERS.

Authorized Director	Date	or Parent or Guardian	Date
or Adult User of Poles		Date	