

**BAY AREA POLE VAULT ACADEMY LLC (“BAPVA”)
RELEASE OF LIABILITY, WAIVER OF CLAIMS, EQUIPMENT RENTAL, AND ARBITRATION AGREEMENT
PLEASE READ CAREFULLY**

Pole vaulting involve risk of serious injury, including death, caused by hazards inherent in the sport. Participation in the sport of pole vaulting, no matter what type equipment you are using or the event or program that you have chosen to participate in, is a voluntary act on the part of the Participant and where applicable the Participant's parent(s) or guardian(s).

PARENT(S)/GUARDIAN(S): Only allow your child to participate in the sport of pole vaulting if he/she:

- Appreciates the risks involved in the sport;
- Knows his/her own capabilities and limitations regarding the sport of pole vaulting;
- Is capable of exercising common sense.

The use of helmets is recommended. If you and/or your child decide not to use a helmet, you do so at your own risk.

Release and Waiver of Claims: In consideration for being allowed to participate in the sport of pole vaulting at BAPVA classes or events, or to rent vaulting poles from BAPVA, the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) TO WAIVE ALL CLAIMS that they have or may have against GLENN COLIVAS and BAPVA arising out of the inherent risks of the activity of pole vaulting;
- 2) TO ASSUME ALL RISKS INHERENT IN THE SPORT OF POLE VAULTING; and
- 3) TO RELEASE GLENN COLIVAS, BAPVA, the facility, its owners, affiliates, officers, directors, employees, agents, and members, and all distributors of equipment from all liability for any loss, damage, injury, or expense that the Participant (or his/her next of kin) may suffer, arising out of the inherent risks of participation in the sport of pole vaulting.

Equipment Rental and Release from Liability and Waiver of Claims: I accept for use the equipment rented to me by BAPVA (the "Equipment") and accept full responsibility for its care while it is in my possession. I will not allow anyone not a party to this agreement to use the Equipment, and will indemnify GLENN COLIVAS and BAPVA against any claims that arise from any Equipment use by a non-party to this agreement. I will be responsible for the replacement, at full retail value, of any Equipment which is not returned, and I will be responsible for the costs of repairing or replacing any damaged Equipment, other than damage caused by normal wear and tear.

POLE VAULT POLES: I understand that the pole vault poles are designed to be used only by persons who weigh less than the rating of the pole. Use by persons whose weight exceeds the limit of the pole can cause the pole to break, resulting in injuries to the pole vaulter. If I choose to use a pole with a rating less than my weight, I accept the risk of injury. I understand that even poles with ratings in excess of the weight of the pole vaulter may break, resulting in injuries to the pole vaulter. This is a risk inherent in the sport of pole vaulting and I accept this risk.

INSPECTION OF POLES: I agree that it is my responsibility to examine any pole that I use for damage (e.g, cracks or chipping) or unsafe condition before renting or using such pole. I understand that GLENN COLIVAS and BAPVA cannot inspect and monitor the condition of poles once they are in my possession. Further, I agree that once I have inspected the pole, found it satisfactory, and taken possession of it, GLENN COLIVAS and BAPVA bear no responsibility for its condition or any resulting injuries or harm if the pole is subsequently used when it is damaged or unsafe.

I hereby agree to the fullest extent permitted by law, as follows:

- 1) TO WAIVE ALL CLAIMS that I have or may have against GLENN COLIVAS and BAPVA and all distributors of the Equipment, caused by the use of the Equipment and /or the inherent risks of the sport of pole vaulting;
- 2) TO ASSUME ALL RISKS INHERENT IN POLE VAULTING;
- 3) TO RELEASE GLENN COLIVAS and BAPVA and all distributors of the Equipment, from all liability for any loss, damage, injury, or expense I (or my next of kin) may suffer, caused by the use of the Equipment and/or the inherent risks of the sport of pole vaulting;
- 4) TO INDEMNIFY and hold harmless GLENN COLIVAS and BAPVA and all distributors of the Equipment for any loss or damage including any that results from claims or lawsuits for personal injury, death, or property loss and damage arising from my use of the Equipment;
- 5) I FURTHER AGREE to submit all claims against GLENN COLIVAS and BAPVA and all distributors of the rental Equipment used by me to arbitration.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Parents or Guardians must also sign if the Participant is UNDER 18.

Participants Signature: _____ Date: _____

Parent's Signature: _____ Date: _____

Name: _____

Phone: _____

Description of Equipment (List each pole separately e.g. 12' 9" 150 Altius MFG#)

Equipment to be Used at or Near:

Approximate Rental Period / Track Season: _____