

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

For and in consideration of Central Illinois Pole Vault, LLC allowing me (the "Renter"), to utilize, or oversee the use of the rented pole vault equipment (the "Equipment") for pole vault practices and/or pole vault competitions, I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

1. I hereby represent that (i) I am at least eighteen (18) years of age (or this Agreement is also agreed to by my parent, natural guardian, or legal guardian (the "Guardian")); (ii) I agree that it is my sole responsibility to determine whether myself or individuals I oversee are knowledgeable, sufficiently fit, and healthy enough to utilize the Equipment; (iii) I am responsible for the safety and well-being at all times and under all circumstances for myself and the individuals I oversee while using the Equipment.
2. I understand and acknowledge that participation in pole vault is inherently dangerous and represents an extreme test of a person's physical and mental limits. I understand and acknowledge the risks and dangers associated with participation in pole vault, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; loss of or damage to Equipment; exposure to extreme conditions and circumstances; dangers arising from adverse weather conditions; imperfect facility conditions; Equipment failure; inadequate safety measures; situations beyond my immediate control; and other undefined, not readily foreseeable and presently unknown risks and dangers (the "Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions or the actions or inactions of others participating in or organizing the pole vault practice or competition, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I or the individuals I oversee incur as a result of my participation in any pole vault practice or competition, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties (as defined in Section 4 below).
3. I agree to be familiar with and to abide by the Rules and Regulations established for pole vault, including, but not limited to the Competition Rules adopted by Track and Field governing bodies (Illinois High School Association, USA Track & Field, etc.) and any safety regulations established for the benefit of all participants. I accept sole responsibility for the conduct and actions of myself and individuals I oversee while participating in pole vault, and for the condition and adequacy of the Equipment.
4. I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties, as relevant and applicable in each instance: Central Illinois Pole Vault, LLC, its officers, agents, employees, associates, affiliated companies, partners, shareholders, members, and volunteers (Individually and collectively, the "Released Parties"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and attorneys' fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my transportation or use of the Equipment, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which may be incurred as the result of such claim, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties, as relevant and applicable in each instance.

I hereby warrant that I (or the Guardian, if I am under the age of 18) am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by accepting it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have accepted this Agreement without any inducement, assurance or guarantee, and intend for my acceptance to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

If the Renter is under the age of 18, the Guardian hereby agrees to release and discharge the Released Parties as follows: a) The Guardian acknowledges and understands that pole vault is inherently dangerous and represents an extreme test of a person's physical and mental limits. Further, the Guardian acknowledges and understands the Risks, as defined above. b) The Guardian acknowledges the rights waived by both the Guardian and the Participant by accepting this Agreement. c) The Guardian acknowledges that the Guardian will indemnify the Released Parties from any and all Liability which may arise out of, result from, or relate in any way to the Renter utilizing or overseeing the use of the Equipment, except to the extent caused by the gross negligence and/or willful misconduct of any of the Released Parties.

Renter Name: _____ Age: _____

Signature of Renter: _____ Date Signed: _____

Guardian Name (If Renter is under the age of 18): _____

Signature of Guardian: _____ Date Signed: _____