

UpTop Pole Vault Training Center
9049 Gainsborough Ave San Diego, CA

All Athletes Must Execute the Following Waiver and Release of Liability Release

PHYSICAL CONDITION: I am physically fit to participate in UpTop Pole Vault Training Center gymnastics/pole vault training, physical conditioning, and competition, and have not been advised otherwise by a medical practitioner.

ASSUMPTION OF RISK: I understand that I will be engaging in gymnastic/pole vaulting training, physical conditioning activities and competitions (hereafter “Activities”) that involve many RISKS, DANGERS and HAZARDS, including risks associated with travel to competition meets. These risks, dangers and hazards include, but are not limited to, equipment failure and exceeding one’s own abilities. I know that the RISK OF SEVERE INJURY, PERMANENT DISABILITY AND DEATH, and the risk of severe economic and property loss and damage, exists in all training and competition locations and activities. I also know that personal training, coaching, instruction and supervision by Stan Vegar, his affiliates, volunteers, employees, coaches, contractors, representatives, and sponsors does not and cannot guarantee my safety. I also understand that there may be risks involved which are not known to me or to Stan Vegar, and may not be foreseen or reasonably foreseeable by any of us at this time or at the time of the Activities in which I may participate. I assume all of the foregoing risks including the risk of any negligence by other participants or by Stan Vegar and other coaches, contractors, employees, sponsors or volunteers of UpTop Pole Vaulting Training Center, Stan Vegar, and all of his respective agents, and accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability or expense, of any kind or nature, that I or my property may suffer arising out of or in connection with the Activities or my participation therein or attendance thereat.

LIABILITY RELEASE AND INDEMNITY AGREEMENT: I hereby unconditionally release and forever discharge and agree to save and hold harmless UpTop Pole Vault Training Center, Stan Vegar, and other sponsors, their respective parents, subsidiaries, affiliated companies and their sponsors and advertisers; any directors, clubs, officials, coaches, contractors, employees or volunteers associated or affiliated with UpTop Pole Vault Training Center, Stan Vegar, the owners, lessors and lessees of facilities and equipment used in connection with my pole vault training, the respective organizers, directors, officers, employees and agents of all of them, and the other participants in the pole vault training activities (each such entity or individual being referred to as a “Released Party”) of and from any and all injuries (including, but not limited to, personal injury, disability, dismemberment and/or death), illness losses, damages, claims, liabilities or expenses, of any kind or nature (and whether accruing to me, my heirs or my personal representatives) that are caused or alleged to be caused in the whole or in part by the action, negligence or failure to act, and/or breach of express or implied warranty on the part of any Released Party and that arise out of or in connection with UpTop Pole Vault Training Center’s gymnastics/pole vault training activities, and/or my participation or attendance therein.

MEDICAL TREATMENT: In connection with any injury I may sustain or illness or other medical conditions I may experience during my participation in or attendance at UpTop Pole Vault Training Center’s gymnastic/pole vault training activities, physical conditioning, and/or associated competition meets, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able

to act on my own behalf. I further authorize the attending medical personnel to execute on my behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on my behalf if I am not able or immediately available to do so.

NAME AND LIKENESS RELEASE: As a condition of my being permitted to participate in any UpTop Pole Vault Training Center's gymnastics/pole vault training activities, physical conditioning, and/or associated competition meets, portions of which may be (but are not guaranteed to be) televised, and in consideration of the opportunity to participate and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I grant permission to UpTop Pole Vault Training Center, Stan Vegar, and other official sponsors, their parent companies, their successors and assigns to utilize my appearance, name, voice and likeness (if at all) in connection with UpTop Pole Vault Training Center in any and all manner and media throughout the world in perpetuity.

SEVERABILITY OF PROVISIONS: I agree the foregoing agreements are intended to be as broad and inclusive as is permitted by law. Any provision herein found by a court to be voided or unenforceable shall not affect the validity or enforceability of any other provisions.

I HAVE READ AND UNDERSTOOD THIS RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS RELEASE, I HAVE GIVEN UP SUBSTANTIAL RIGHTS. I HAVE VOLUNTARILY SIGNED THIS RELEASE.

Signature (if over 18): _____

Printed Name: _____

Address: _____ City: _____ State: _____
Zip: _____ Date of Birth: _____ Date Signed: _____

****If the person executing this release is a minor, the following section must be completed.**

**** I represent that I am a parent or guardian of the minor who has signed the release, and I agree that we both will be bound thereby.**

Parent or Guardian's Signature: _____

Printed Name: _____

Address: _____ City: _____ State: _____
Zip: _____

Relationship to Minor: _____ \

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