

LIABILITY WAIVER & RELEASE

For MW Vault LLC

All Athletes Must Execute the Following Waiver and Release of Liability and May allow name and Likeness Release

PHYSICAL CONDITION:

I am physically fit to participate in Pole Vault Training or Competition and have not been advised otherwise by a medical practitioner.

EQUIPMENT AND FACILITIES INSPECTION:

I agree that before I participate in Pole Vault Training or Competition, I will conduct my own thorough visual inspection of the related facilities and equipment such as pole vault pits and poles. I will immediately advise the supervisor of the Pole Vault Training or Competition of any unsafe condition that I observe. I will refuse to participate in the Pole Vault Training or Competition until all unsafe conditions observed by me have been remedied.

ASSUMPTION OF RISK:

I understand that I, and each participant in the Pole Vault Training or Competition, will be engaging in pole vaulting activities (hereafter "Activities") that involve many RISKS, DANGERS and HAZARDS. 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 MW Vault, its subsidiaries, affiliates, directors, volunteers, employees, coaches, contractors, representatives, competition organizers and sponsors (hereinafter collectively referred to as MW Vault) does not and cannot guarantee my safety. I also understand that there may be risks involved which are not known to me or to MW Vault 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 MW Vault and other directors, organizers, officials, coaches, contractors, employees, sponsors or volunteers of MW Vault and all of their 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 MW Vault 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 MW Vault and other official 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 MW Vault, the owners, lessors and lessees of facilities and equipment used in connection with MW Vault, the respective organizers, directors, officers, employees and agents of all of them, and the other participants in MW Vault 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 MW Vault activities or my participation therein or attendance thereat.

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 the MW Vault activities, 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:

I give the MW Vault LLC permission to use any picture or photo likeness of me on Facebook, Instagram, in newspaper releases and related sport articles or on the Club's Web Site and to distribute, broadcast and exhibit these without charge, restriction or liability, but only for the purpose of advertising or promoting the programs of the MW Vault LLC and the sport of track and field. In no event, however, will such usage constitute an endorsement of any product or service, without my specific written permission.

(Please Circle) Yes or No

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 AND NAME/ LIKENESS
RELEASE. I UNDERSTAND THAT BY SIGNING THIS RELEASE, I HAVE GIVEN UP SUBSTANTIAL
RIGHTS. I HAVE VOLUNTARILY SIGNED THIS RELEASE.**

***** 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.

Signature (if over 18): _____

Printed Name: _____

Address: _____ City: _____

State: _____ Zip: _____

Date of Birth: _____ Date Signed: _____

Activity Location: _____

Parent or Guardian's Signature: _____

Printed Name: _____

Address: _____ City: _____

State: _____ Zip: _____

Relationship to Minor: _____