



ASSUMPTION OF RISK AND RELEASE OF LIABILITY

Information on Risks, Hazards, and Physical Stresses

Every club sport activity that one engages in has risks, hazards and physical stresses associated with it. The following is a list of risks and hazards associated with club sport activity and pole vaulting in particular. The list is not intended to be all-inclusive; exclusion of hazard or risk does not negate its possibility. This information is intended to facilitate discussion between participants, parents and organizers regarding the risks, hazards, and physical stresses associated with this program.

RESPONSIBILITIES OF PARTICIPANTS

By participating in the PoleFlyers sports program each participant acknowledges and agrees that he or she is responsible for his/her own health and safety and assumes the risks of participating in a club sports program. By electing to participate in a club sports program each participant is representing that he or she has assessed his or her own ability to participate in the program and been cleared by his or her medical and/or mental health professionals to participate in the PoleFlyers program activities. By participating in the PoleFlyers program each participant agrees to conform his or her behavior to sportsmanlike standards and to comply with all applicable rules of the sport, regulations, and all applicable laws. Each participant agrees to engage in safe practices, such as abstaining from the use of alcohol or drugs prior to, during participation, or upon return from any club sport activity. Likewise, each individual agrees to be solely responsible for his or her own actions and recognizes that the PoleFlyers, Athletic Lab, or any other facility used by PoleFlyes assume no responsibility for actions of any participant.

POSSIBLE INJURIES AND PRECAUTIONS

1. Loss of vision as a result of body or object contact.
2. Concussion, neck/spinal trauma, broken bones, loss of teeth, or other injury as a result of body or object contact. Wearing a helmet is optional. Helmets have NOT received the endorsement of USATF due to lack of scientific evidence suggesting a benefit.
3. Muscle pulls, cramps, sprains, strains, cuts, bruises or other injuries. Proper conditioning can reduce this hazard by stretching and warming up prior to play, by proper execution of skills, by using appropriate footwear, and by not trying to vault outside one's skill level.
4. Dehydration. This hazard can be reduced by consumption of liquids before and during breaks in activity.
5. Death due to injury or to cardiovascular complications as a result of physical overexertion. This hazard can be reduced by not eating immediately before participation, by proper conditioning, by recognizing signs of fatigue, and by reacting responsibly to the various warning signs of cardiovascular distress.
6. Death, or other impairments, due to complications from traumas incurred during participation.
7. Lacerations due to pole breakage. This can be mitigated by adhering to the rules of matching the athlete's weight to pole weight. However, this does not guarantee breaking a pole will not happen.
8. Bumps and bruises from falling back onto the runway and missing the pit.
9. Broken bones and or lacerations from hitting the standards which hold the crossbar or other similar accidents.
10. Serious injury as a result of "falling short" on the jump and coming down in the takeoff box.

PRECAUTIONS:

1. Participants are obligated to wear proper dress, such as running shoes, and to use the proper protective equipment; the participant must realize that he/she is doing so at his/her own peril and that injury may occur.
2. Should injury be incurred during participation in this activity an Injury Report Form must be filed with the Supervising Coach or other individual representing PoleFlyers.
3. The injured party is responsible for all financial obligations incurred in any treatment necessitated by an injury. Because of this, participants are required to carry medical insurance and be members of the USATF organization.
4. Participants are responsible for discussing with PoleFlyers staff any known physical problems, which may limit participation in this program. **THIS SHOULD BE DONE BEFORE PARTICIPATION.**
5. Participants are responsible for proper conditioning as a prerequisite for participation.
6. PoleFlyers coaches should make proper arrangements for transportation of injured participants since medical facilities are removed from the immediate vicinity of most sports activity necessitating time to transport injured persons.



This entire statement is for your protection. Should you have any questions regarding this statement, please contact the PoleFlyers Club at (919) 886-7653.

**ASSUMPTION OF RISK AND RELEASE OF LIABILITY
THIS IS A RELEASE OF LEGAL RIGHTS. READ AND UNDERSTAND BEFORE
SIGNING.**

I, (athlete's name) _____, desire to participate in the PoleFlyers Indoor Pole Vaulting Club sport program. I understand the potential dangers involved in participating in this program, such as property damage or bodily injury. These injuries could include, but are not limited to, broken bones, abrasions, loss of vision, injury to or loss of use of limb(s) spine and neck injury, heart attack, pole injuries or death. In consideration for participating in this program, I agree to the following:

Assumption of Risk. I fully understand all of the risks and hazards involved in this program. I have carefully considered these risks and have voluntarily decided to participate in the program with knowledge of these potential dangers. I agree to accept any and all risks of injury arising directly or indirectly from my participation in the program.

Release. I agree, for myself, my administrators, personal representatives, executors, predecessors, successors, agents, heirs and assigns to release and hold harmless PoleFlyers and Athletic Lab, their Board of Trustees, Presidents, officers, agents, employees, assigns and other affiliates ("Affiliated Parties") from any present or future claim for physical or emotional injury, property damage or death arising directly or indirectly from my participation in the program, to the fullest extent permitted under law, including allegations or claims of negligence on the part of PoleFlyers or Athletic Lab or any of its Affiliated Parties; provided, however, this Agreement does not apply to acts of gross negligence, willful or wanton conduct, or intentional conduct by PoleFlyers or Athletic Lab or its Affiliated Parties.

Covenant not to Sue. I agree, for myself, my administrators, personal representatives, executors, predecessors, successors, agents, heirs and assigns not to sue, make or file any lawsuits, claims, proceedings or any other actions of any kind whatsoever against PoleFlyers and/or Athletic Lab or the Affiliated Parties for bodily injury, property damage, or death sustained during my participations in the program to the fullest extent permitted under law, including allegations or claims of negligence on the part of PoleFlyers and/or Athletic Lab or any one of its Affiliated Parties provided, however, this Agreement does not apply to acts of gross negligence, willful or wanton conduct, or intentional conduct by PoleFlyers and/or Athletic Lab or its Affiliated Parties.



I have read this entire Agreement and I understand the potential dangers involved in engaging in this program. I am fully aware of the legal consequences of this Agreement

and **I agree to its terms.**

I UNDERSTAND THAT I AM RELEASING AND WAIVING CERTAIN RIGHTS AND ASSUMING THE RISKS OF INJURY, DEATH OR OTHER DAMAGES FROM MY PARTICIPATION IN THE PROGRAM.

I represent and warrant that I am the parent of an underage participant, am eighteen (18) years of age or older and have legal authority to execute this Assumption of Risk and Release of Liability Agreement.

Participant: _____

Date: _____

The undersigned custodial/residential parent or legal guardian represents and warrants that he/she has the authority to sign on behalf of the student to the terms of this Agreement. The undersigned has read and understands the above Agreement and understands the potential dangers involved in engaging in this program. The undersigned is fully aware of the legal consequences of the Agreement and agrees to its terms.

Parent/Guardian: _____

Date: _____

Return Completed form to:
PoleFlyers,
c/o Athletic Lab
951 Aviation Pkwy, Ste 1000
Morrisville, NC 27560

or
PoleFlyers
c/o Kelly Furr
408 Anchor Creek Way
Holly Springs, NC 27540