

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

In consideration of participating in lessons with Elevate Academy, including but not limited to, sports activity and pole vaulting (hereinafter referred to as the "Activity"), I, and if I am not yet 18 years old, my parents or legal guardians, agree to be bound as follows (the terms "I", "me" and "my" in this release refer to both the participant and his/her parents or legal guardians):

(1) **Acknowledgment and Assumption of Risks.** I understand that the Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions or inactions, those of others participating in the Activity, the conditions in which the Activity takes place, or the negligence of the "Released Parties" named below, or other causes. I further understand that there may be other risks either not known to me or not readily foreseeable at this time. I fully accept and assume all such risks and all responsibility for losses, cost and damages that may result from the Activity. I hereby give my approval of and the consent to my participation in the Activity. I assume all risks and hazards incidental to the Activity.

(2) **Representation of Ability to Participate.** I understand the nature of this Activity and I represent that I am qualified, in good health, and in proper physical condition to participate in the Activity. Should I ever believe that any of the above representations have become untrue, or if I should ever believe that the Activity is not safe or is no longer safe for me, I assume the responsibility to immediately discontinue participation in the Activity.

(3) **Equipment and Facilities Inspection:** I agree that before I participate in any Activity, I will conduct my own thorough visual inspection of the related facilities and equipment. I will immediately advise my coach or instructor of any unsafe condition that I observe. I will refuse to participate in any Activity until all unsafe conditions observed by me have been remedied.

(4) **Release.** I hereby release, acquit, covenant not to sue Elevate Academy, coaches, employees, agents, volunteers, sponsors, advertisers, and supervisors, and the owners or lessors of any facilities within which the Activity is conducted, their representative agents and employees and all other persons providing facilities or assisting in the conduct of the Activity (collectively the "Released Parties") of and from any and all actions, causes of action, claims, demands, liability, losses or damages of whatever name or nature, including but not limited to those arising from or in any way related to the negligence of any of the Released Parties, that arise out of or are connected in any way to my participation in the Activity (collectively the "Released Claims").

(5) **Indemnification.** I will defend, indemnify and hold harmless the Released Parties from (that is, to reimburse and be responsible for) any loss or damage, including but not limited to costs and reasonable attorney's fees (including the cost of any claim I might make or that might be made on my behalf that is released in this document), arising out of or connected in any way with any of the Released Claims.

**I HAVE READ AND UNDERSTOOD THIS ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, REPRESENTATION OF ABILITY TO PARTICIPATE, RELEASE AND INDEMNIFICATION. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM GIVING UP SUBSTANTIAL RIGHTS. I AM EXECUTING THIS DOCUMENT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

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Printed name of Participant or Legal Guardian

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Signature of Participant or Legal Guardian

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Date