

1. WAIVER AND RELEASE

I release and discharge any and all rights and claims for damages, which participant may have against Pole Vault Carolina, LLC, its coaches, guest coaches, and the practice facilities, for all damages which may be sustained by participants in connection with pole vaulting, and traveling to/or from pole vaulting.

I certify that the participant has passed a sports medical exam within the past year. I am personally responsible for all medical expenses that participant incurs.

Pole Vault Carolina, LLC reserves the right to refuse admission to any participant, coach, or spectator at any time should it be determined such action is in the best interests of the other participants, or Pole Vault Carolina, LLC.

Pole Vault Carolina LLC is an anti-bullying facility. We define bullying as willfully and knowingly diminishing the well-being of another, in any way. Anyone found to be bullying is subject to suspension.

Pole Vault Carolina, LLC, and the facilities where practices are held, assume no liability for personal injury to the participant, or any member of the participant's family and/or guests, spectators, or for the loss or damage of personal property.

Pole Vault Carolina, LLC reserves the right to take videos and photographs to be used for promotional purposes.

2. MEDICAL TREATMENT CONSENT

I hereby authorize the staff of Pole Vault Carolina, LLC, to seek medical treatment for the participant as they see necessary at a nearby facility.

I accept responsibility for payment of all services rendered; I authorize any medical facility that renders services to release medical information necessary for the processing of insurance claims; and I authorize the payment of insurance claims directly to the medical facility.

I understand that whenever possible, a good faith effort will be made to contact me before seeking treatment. If this is not possible, I understand that I will be notified as soon as possible of any and all diagnoses and treatments.

USE OF POLE VAULT POLES DURING PRACTICES AND MEETS

I accept full responsibility for the poles provided by Pole Vault Carolina, LLC, while in use by participant. I will replace, at full retail value (9' \$405; 10' \$445; 10'6" \$480; 11' \$535; 11'6" \$585; 12' \$610; 12'6" \$635; 13' \$665; 13'6" \$695; 14' \$710; 14'6" \$760; 15' \$815) any pole the participant damages including, spiking, cracking, removing protective film, breaking, etc.

3. POLE RENTAL AGREEMENT

The renter agrees to transport the poles in a protective tube or pole bag at all times to protect the poles from any damage. It is the renter's responsibility to examine the poles for damage at time of rental (spiked, cracks, damage to protective film, etc) or unsafe condition before renting the pole.

All poles must be returned by the next practice session (Tuesdays 5:00PM, Wednesday 5:00PM, Thursdays 5:00PM, or Sundays 11:00AM). A \$100 penalty fee will be assessed if poles are returned late.

The renter will not allow anyone else, including school teammates or competitors who are not a party to this agreement, to use the poles. A \$100 penalty fee will be assessed if poles are used by anyone else who is not a party to this agreement.

The renter understands that the poles are designed to be used only by those who weigh less than the weight rating of the Equipment. Use by those whose weight exceeds the limit of the Equipment can cause the Equipment to break, resulting in injuries, including death.

Pole Rental Fees are due at the time poles are rented.

Renter agrees:

TO WAIVE ALL CLAIMS that they may have against Jose R. San Miguel and Pole Vault Carolina, LLC for all injuries caused by the use of the poles;
TO ASSUME ALL RISKS INHERENT IN POLE VAULTING; TO RELEASE and INDEMNIFY Jose R. San Miguel and Pole Vault Carolina, LLC from all liability for any loss or damage including any that results from claims or lawsuits for personal injury, death, or property loss and damage arising from use of the poles.

4. PAYMENT FOR COACHING FEES

I agree to pay Pole Vault Carolina, LLC for all coaching fees by the end of each session. Athletes may pay by the session, or may pre-pay with the 10 Session Card, or the UNLIMITED Plan. If an athlete has not pre-paid, and payment is not received by the end of the session, I acknowledge that my credit card will be charged \$35 per session.

5. Annual Membership Fee

Pole Vault Carolina assess an annual membership fee of \$50 that is due at the time of the third booking. You may process this fee through the Store on our app. We will process it for you if it is not paid. Our season runs from September through August. The Annual Membership Fee may not be prorated.

Updated 2/20.