



# Rocket Man Pole Vault, LLC

updated 11 July 2017

NC USATF Region 3 Member Club 13-1088

## Participation Waiver, Release and Consent Form - Parent/Guardian

This Waiver, Release and Consent Form (Release) is between Rocket Man Pole Vault, LLC; Carpentier Properties, LLC; Velocity Track Systems, LLC, and the undersigned student Participant ("Participant"); Instructor/Coach ("Coach") and, if Participant or Coach is under age 18, the Participant's parent or legal guardian ("Parent"). For valuable consideration, the receipt and legal sufficiency of this is acknowledged by their signatures below, Participant, Parent and Coach each agree:

**1. Recitals.** Rocket Man Pole Vault, LLC; Carpentier Properties, LLC; Velocity Track Systems, LLC provides coaching at an outdoor venue for pole vaulting (together the "Activity") at the facilities of Carpentier Properties, L.L.C. in Mooresville, NC. Rocket Man Pole Vault, LLC; Carpentier Properties, LLC; Velocity Track Systems, LLC each require all Participants, Coaches, and Parents to waive and assume all risks and to fully indemnify Rocket Man Pole Vault, LLC; Carpentier Properties, LLC; Velocity Track Systems, LLC from all liabilities as a condition of participation in the Activity, regardless of their role (which can be multiple) in the Activity. Pole Vault Activities involve risks of bodily injury, including permanent disability, paralysis and death, which may occur as a result of the actions or negligence of Participants, Coaches and Parents, or other persons present during the activity, or of Rocket Man Pole Vault, LLC; Carpentier Properties, LLC; Velocity Track Systems, LLC; and Participant, Coach, and Parent are each assuming all such risks and waiving all rights to sue or recover damages by signing this Release, to the full extent allowed by law.

**2. Waiver, Release, and Indemnity.** By signing this Release, Participant, Coach and Parent each waive and assume all risks of participation in the Activity, grant permission to Rocket Man Pole Vault, LLC to use any photographs or videos taken of my child while participating in Rocket Man Pole Vault, LLC activities for advertising or educational purposes, and verify that the Participant is capable of participating in all club activities, and each jointly and severally release, covenant not to sue, and agree to fully indemnify and hold harmless Rocket Man Pole Vault, LLC; Carpentier Properties, LLC; Velocity Track Systems, LLC and their respective instructor/coach, administrators, employees, agents, contractors, guests, and business invitees, and all other participants, parents or instructor/coaches in the Activity with Participant, Coach and Parent, from all claims, loss or liability the Participant, Coach, or Parent may have arising out of the medical treatment (including but not limited to any treatment consented to below) and including of reasonable attorney fees and costs of defense (as well as the costs of enforcing the indemnity provisions of this Release) regardless of whether they are known or unknown and regardless of when they arise, whether before or after the signing of this Release.

**3. Consent to Emergency Medical Treatment.** The telephone number to contact in case of medical emergency appears below. If Rocket Man Pole Vault, LLC; Carpentier Properties, LLC; Velocity Track Systems, LLC are unable to make contact at that number to obtain consent to treatment, Participant, Coach, and Parent each authorize, but do not obligate, Rocket Man Pole Vault, LLC; Carpentier Properties, LLC; Velocity Track Systems, LLC to their respective authorized agents to consent to emergency medical treatment of Participant. Neither Rocket Man Pole Vault, LLC; Carpentier Properties, LLC; Velocity Track Systems, LLC shall be under any obligation to pay the cost of such treatment.

**4. Binding Effect.** This Release is binding upon Participant, Coach, and Parent jointly and severally, and upon their estates, heirs, successors, and assigns. If any provision of this Release or the obligation of any party is ruled unenforceable by a court of competent jurisdiction, the remaining provisions of this Release shall continue in effect and be construed to carry out its stated purpose. This Release shall not be construed more strictly against Rocket Man Pole Vault, LLC; Carpentier Properties, LLC; Velocity Track Systems, LLC by reason of having supplied its terms. This Release is irrevocable and shall continue in effect for the duration of the Activity and for such longer term as may be required to fully give effect to its purposes as stated above.

\_\_\_\_\_ Date \_\_\_\_\_  
Participant (Please Print)

\_\_\_\_\_ Date \_\_\_\_\_  
Parent or Legal Guardian (Please Print) *if participant is under the age of 18*

\_\_\_\_\_  
Participant (Signature)

\_\_\_\_\_  
Parent or Legal Guardian (Signature) *if participant is under the age of 18*

USATF Membership Number \_\_\_\_\_

Emergency Phone Number(s) \_\_\_\_\_