

US Pole Sport Federation

Participant Agreement, Release of Liability, Waiver and Assumption of Risk

IMPORTANT! WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT - Please read this carefully as this is a legal binding agreement. Feel free to consult with legal counsel of your choice. Alterations to this document of any kind, including, but not limited to cross-outs are not permitted.

1. In consideration of the services of US Pole Sports Federation, its Members, agents, contractors, employees, volunteers, participants, lessors, insurers and all other persons or entities acting in any capacity on their behalf (hereafter collectively referred to as RELEASEES), I agree to release and discharge RELEASEES, on behalf of myself, my children, parents, guardians, heirs, assigns, personal representatives and estate as follows:
2. In consideration of my being allowed to participate in the USPSF activities, workshops, or competitions and/or to use its equipment, I agree to the following waiver and release. **INITIAL**_____
3. I, for myself, my heirs, executors or anyone else who may claim on my behalf, hereby waive, release and forever discharge, US Pole Sports Federation, its directors, officers, employees, representatives, workshop, activity or competition staff/volunteers, executors, and all others (the "Releasees") from any and all responsibilities or liability from personal injury, death, damage to property or loss of any kind resulting from participating in any programs or activities or my use of equipment belonging to or made available by Releasees due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, and also including the failure on the part of Releasees to safeguard or protect me from the risks, dangers, and hazards of participating in a demo, party or lesson activity. **INITIAL**_____
4. I do hereby declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the activities and workshops of the US Pole Sport Federation - or use of equipment. I acknowledge that it has been recommended that I have an annual or more frequent physical examination and consultation with my physician(s), if deemed necessary by my physician(s) as to physical activity, dance, exercise, and use of exercise and training equipment, so that I might have recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have decided to participate in the activity and/or use of equipment without the approval of my physician and do hereby assume all responsibility for my participation in activities and use of equipment in my activities. **INITIAL**_____
5. I understand that competitions, workshops, classes, activities, and lessons involve risks, dangers, and hazards and I freely accept and fully assume all such risks, dangers and hazards, and the possibility of personal injury, death, property damage, and loss resulting therefrom. **INITIAL**_____
6. I acknowledge that I have read a copy of the attached Safety Rules & Regulations governing the participation in the US Pole Sport Federation events, and I agree that I will fully comply with these Safety Rules and Regulations as they are amended from time to time. **INITIAL**_____
7. US Pole Sport Federation shall not be liable for any injuries or any damage to any participant or be subject to any claim, demand, injury or damages, whatsoever, including without limitation, those damages from acts of passive or active negligence, action or inaction on the part of US Pole Sport Federation, its members, employees or agents. Participant does not hereby expressly forever release and discharge the US Pole Sport Federation, from all such claims, demands, injuries, damages, actions, or causes of action. The participant acknowledges that she/he has carefully read this paragraph and fully understands that this is a waiver and release of liability. **INITIAL**_____
8. This agreement and any rights, duties, and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the laws of the State of Florida and no other jurisdiction, and any litigation involving the parties to this agreement shall be brought solely within the State of Florida and shall be within the exclusive jurisdiction of the Courts of the State of Florida. **INITIAL**_____

9. I understand this document is a contract and my signing of it is at my own free will. I understand that this contract is severable; that if any part of it is held by a court of law to be unenforceable, the rest shall survive. I agree that the venue to any legal action arising out of, concerning, or involving this document or the use of US Pole Sports Federation - Facilities or Releasees will be held in Pima County, Arizona. I also understand and agree that this agreement will remain in full force and effect forever and will apply to any and all visits, now and forever to Us Pole Sports Federation INITIAL_____

10. **THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE RELEASEES** for any liability to the undersigned, his/her personal representatives, assigns, heirs, and next of kin for any loss or damage based on negligence, action or inaction of the Releasees, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence, action or inaction of the Releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein. INITIAL_____

11. **THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the Releasees and each of them from any loss, liability, damage, or cost the Releasees may incur due to the presence of the undersigned in, upon, or in any way observing or using any facilities or equipment whether caused by the negligence, action or inaction of the Releasees or otherwise. INITIAL_____

12. **THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE** due to negligence, action or inaction of the Releasees or otherwise while in, about, and/or while using any facilities or equipment thereon or participating in any program affiliated with US Pole Sports Federation. INITIAL_____

13. The undersigned understands that no accident or medical insurance is provided with this activity by the Releasees. INITIAL_____

14. In entering this agreement I am not relying on any oral or written representations or statements made by the Releasees other than what is set forth in this agreement. INITIAL_____

THE UNDERSIGNED further expressly agrees that the foregoing **RELEASE, WAIVER, AND INDEMNITY AGREEMENT** is intended to be as broad and inclusive as is permitted by the law of the state of Arizona and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THE ABOVE WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT, and I understand that this waiver includes any claims based on negligence, action or inaction of the Releasees and I am aware that by signing this agreement I am waiving certain legal rights, which I or my heirs, executors, and representatives may have against the Releasees. INITIAL_____

Participant's Name (print): _____

Participant's signature (or Parent/Legal Guardian): _____

Date: _____ Phone number: _____
Home Cell

Address: _____
City State Zip

Participant's Email: _____

Participant's Birthday: _____

Emergency Contact Name and Phone number: _____

Witness Signature (Print/Sign/Date): _____