

**LIABILITY WAIVER & RELEASE**  
**Kapiti Vaulting Club Inc.**

**All Volunteers and participants must execute the following Waiver and Release of Liability.**

**PHYSICAL CONDITION:**

I am physically fit to participate in the work involved in the volunteering activities and have not been advised otherwise by a medical practitioner

**EQUIPMENT AND FACILITIES INSPECTION:**

I agree that before I participate in volunteering activities, I will conduct my own thorough visual inspection of the related facilities and equipment. I will immediately advise the supervisor of the Kapiti Vaulting Club Inc. of any unsafe condition that I observe. I will refuse to participate in the Activities, until all unsafe conditions observed by me have been remedied.

**ASSUMPTION OF RISK:**

I understand that I, and each participant in the Activities, will be engaging in undertakings (hereafter called "Activities") that involve many **RISKS, DANGERS** and **HAZARDS**. These risks, dangers and hazards include, but are not limited to, equipment failure and exceeding one's own abilities. I know that the **RISK OF SEVERE INJURY, PERMANENT DISABILITY AND DEATH**, and the risk of severe economic and property loss and damage, exists in all training and competition locations and activities. I also know that The Kapiti Vaulting Club Inc, its subsidiaries, affiliates, directors, volunteers, employees, coaches, contractors, representatives, competition organizers and sponsors (hereinafter collectively referred to as The Kapiti Vaulting Club Inc) does not and cannot guarantee my safety. I also understand that there may be risks involved which are not known to me or to The Kapiti Vaulting Club Inc, and may not be foreseen or reasonably foreseeable by any of us at this time or at the time of the activities in which I may participate. I assume all of the foregoing risks including the risk of any negligence by other participants or by The Kapiti Vaulting Club Inc and other directors, organizers, officials, coaches, contractors, employees, sponsors or volunteers of The Kapiti Vaulting Club Inc and all of their respective agents, and accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability or expense, of any kind or nature, that I or my property may suffer arising out of or in connection with The Kapiti Vaulting Club's activities or my participation therein or attendance thereat.

**LIABILITY RELEASE AND INDEMNITY AGREEMENT:**

I hereby unconditionally release and forever discharge and agree to save and hold harmless The Kapiti Vaulting Club Inc and other official sponsors, their respective parents, subsidiaries, affiliated companies and their sponsors and advertisers; any directors, clubs, officials, coaches, contractors, employees or volunteers associated or affiliated with The Kapiti Vaulting Club Inc, the owners, lessors and lessees of facilities and equipment used in connection with The Kapiti Vaulting Club Inc, the respective organizers, directors, officers, employees and agents of all of them, and the other participants in The Kapiti Vaulting Club's activities (each such entity or individual being referred to as a "Released Party") of and from any and all injuries (including, but not limited to, personal injury, disability, dismemberment and/or death), illness losses, damages, claims, liabilities or expenses, of any kind or nature (and whether accruing to me, my heirs or my personal representatives) that are caused or alleged to be caused in the whole or in part by the action, negligence or failure to act, and/or breach of express or implied warranty on the part of any Released Party and that arise out of or in connection with The Kapiti Vaulting Club's activities or my participation therein or attendance thereat.

**MEDICAL TREATMENT:**

In connection with any injury I may sustain or illness or other medical conditions I may experience during my volunteering in or attendance at The Kapiti Vaulting Club's activities, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my own behalf. I further authorize the attending medical personnel to execute on my behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on my behalf if I am not able or immediately available to do so.

**SEVERABILITY OF PROVISIONS:**

I agree the foregoing agreements are intended to be as broad and inclusive as is permitted by law. Any provision herein found by a court to be voided or unenforceable shall not affect the validity or enforceability of any other provisions.

**PUBLICITY & PHOTOGRAPHY:** I understand that at this event or related Kapiti Vaulting Club and Equestrian Centre activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose such as, but not limited to, the Club Web site and Club Face book page.

Signed by:.....Dated.....

Print Name: