

## AGREEMENT REGARDING PARTICIPATION, ASSUMPTION OF RISKS, WAIVER AND RELEASE OF LIABILITY, AND INDEMNIFICATION

The purpose of this agreement ("Agreement") is to enable parents and children to give informed consent for players to participate in the Lax in the Valley tournaments provided by Hopewell Valley Lacrosse and to confirm the agreement of the player and the parents regarding assumption of risks, waiver and release of liability, and indemnification, as an express condition of each player's participation in the Program.

**RISKS:** I agree and understand that there are significant risks (some known and others unknown or unforeseeable) associated with participation in Lax in the Valley Tournament. These risks include the possibility of injuries that can occur for a variety of reasons and under a variety of circumstances related to the Program. Such risks include, but are not limited to, the risks of injury; disability; paralysis or even death resulting from causes including, without limitation, the physical condition and health (known or unknown) of the player; field conditions; actions of players on opposing teams; weather; improper techniques in executing the skills needed to play the game of lacrosse; actions of teammates or spectators; hazards inherent in a sport involving potential physical contact; improper or malfunctioning equipment; improper or inadequate training or coaching; and the negligence of Hopewell Valley Lacrosse volunteers or others Released Parties identified below.

**INSURANCE:** Hopewell Valley Lacrosse strongly recommends that all players who participate in the Tournament have personal medical/accident insurance coverage providing, at a minimum, benefits covering medical services, hospitalization, and related services, medications, equipment, etc. I acknowledge that it is strongly recommended that my child has current medical/accident insurance coverage and that such coverage will be maintained while participating in the Lax in the Valley Tournament.

**EMERGENCY MEDICAL TREATMENT:** Participation in lacrosse involves the potential for serious injury. As a parent or legal guardian, I authorize the Hopewell Valley Lacrosse, agents, volunteers, and/or medical persons to arrange for, make decisions, or render care for any emergency due to injury or illness including aid car, EMS, or emergency room transportation, hospitalization and consultation or treatment by a medical professional or specialist regarding emergency medical treatment for my child in the event that neither of the child's parents/guardians can be reached at a time when any such decisions need to be made while my child is participating in Lax in the Valley Tournament I confirm that my child is healthy and able to participate in the Lax in the Valley Tournament and has had the opportunity to consult with a physician if I chose to do so.

**US LACROSSE MEMBERSHIP:** As a condition of participation in the Program, all players must be current, active members of US Lacrosse for the duration of the Program. I acknowledge that my child has an active membership with US Lacrosse for the duration of the Program.

## **PERMISSION AND RELEASE**

### **READ CAREFULLY BEFORE SIGNING**

Realizing that there are risks inherent in any athletic program, and in consideration of my or our child being allowed to participate in the Lax in the Valley Tournament, I/we agree to assume all risks (whether known or unknown) of participation in the program, to release and hold harmless Hopewell Valley Lacrosse, together with its directors, officers, coaches, volunteers, other agents of Hopewell Valley Lacrosse, the other children participating in the program and their parents or legal guardians (collectively, the "Released Parties"), from any and all claims, liabilities, and damages relating to any injury, sickness, death or destruction of any property which may arise out of, result from or be in any way connected with the participation of my child in the Lax in the Valley Tournament. This release includes claims, liabilities, or damages based upon negligence of the Released Parties, and excludes claims, liabilities or damages based on the gross negligence or intentional conduct of the Released Parties. In addition, I/we agree to indemnify and hold the Released Parties harmless from any and all claims for injuries or property damage brought on behalf of myself or our child or alleged to have been caused by me or by our child while our child is participating in the Lax in the Valley Tournament.

I agree that it is the sole responsibility of each parent and player to ensure all required player equipment is worn and meets all applicable safety standards required by US Lacrosse.

I/WE HAVE READ THIS AGREEMENT; FULLY UNDERSTAND ITS TERMS; UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT; AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT ASSURANCE OR GUARANTEE BEING MADE TO ME/US. I/WE INTEND MY/OUR SIGNATURE(S) TO UNCONDITIONALLY RELEASE AND WAIVE ALL LIABILITY, INCLUDING ANY NEGLIGENCE OF THE RELEASED PARTIES IDENTIFIED IN THIS AGREEMENT, AND TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES, TO THE GREATEST EXTENT ALLOWED BY LAW.

I have obtained the consent of any other parent or guardian with custodial rights affecting this Agreement regarding participation, assumption of risks, waiver and release of liability and indemnification and have the full legal authority to enter into this Agreement on behalf of myself and such other parent or guardian.