

## **MEMORIAL BOYS LACROSSE, INC.**

### **PARTICIPATION AGREEMENT, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK**

**ASSUMPTION OF RISK:** In consideration for Memorial Boys Lacrosse, Inc. ("MB Lacrosse") granting me permission to participate in its lacrosse athletic sports program and any and all events and activities related to or arising out of the lacrosse athletic sports program, including travel to and from, and overnight stays for, such events or activities (collectively, the "Lacrosse Activities"), and in acknowledgement that these activities involve certain inherent risks, dangers and hazards that can and may result in serious personal injury, permanent paralysis or death, I hereby freely agree to assume and accept any and all known and unknown risks, including risks of injury, while participating in such Lacrosse Activities. I further recognize and acknowledge that the risks inherent in the sport of lacrosse can be greatly reduced by conditioning, ownership and utilization of proper equipment, abiding by game rules and personal discipline.

**RELEASE AND WAIVER OF CLAIMS AGREEMENT:** In consideration of allowing me to participate in such Lacrosse Activities and as of condition of such participation, I hereby agree as follows:

TO WAIVE ANY AND ALL damages, claims and liabilities (including, without limitation, all damages, losses, costs, expenses, professional fees, penalties, and the amount of any settlement of claims) that, in any case, arise out of or relate to my participation in the Lacrosse Activities that I have or may in the future have against MB Lacrosse, and all of its respective employees, coaches, officers, contractors, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct events, directors or affiliates and all leagues in which its team participate, resulting from or arising out of my participation in such Lacrosse Activities.

**TO RELEASE, INDEMNIFY AND HOLD HARMLESS MB LACROSSE AND ALL OF ITS RESPECTIVE OWNERS, OFFICERS, BOARD MEMBERS, EMPLOYEES, CONTRACTORS, SPONSORS, ADVERTISERS, AND IF APPLICABLE, OWNERS AND LESSORS OF PREMISES USED TO CONDUCT EVENTS, OFFICERS, COACHES, DIRECTORS OR AFFILIATES, AND ALL LEAGUES IN WHICH ITS TEAMS PARTICIPATE (THE "INDEMNIFIED PARTIES") FROM ANY AND ALL CLAIMS RESULTING FROM OR ARISING OUT OF MY PARTICIPATION IN ANY LACROSSE ACTIVITY, DUE TO ANY CAUSE WHATSOEVER, REGARDLESS OF WHETHER SUCH CLAIM RESULTS IN WHOLE OR IN PART FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY ON THE PART OF ANY INDEMNIFIED PARTY AND/OR LEAGUES IN THE OPERATION, SUPERVISION, DESIGN, OR MAINTENANCE OF LACROSSE, GAMES, ACTIVITIES OR FIELDS.**

**ARBITRATION:** This agreement shall be governed by the laws of the State of Texas. In further, consideration of allowing me to participate in such Lacrosse Activities, I hereby agree to submit to binding arbitration any and all Claims which I believe I may have against MB Lacrosse or any of the Indemnified Parties related to or arising from my participation in the Lacrosse Activities. The arbitration shall be pursuant to the rules of the American Arbitration Association. The arbitration shall apply to the Federal Rules of Evidence to all proceedings and the substantive law of the State of Texas shall apply. Arbitration shall be commenced with one (1) year from the date on which my alleged Claim first arose. Further, the arbitration shall be held in Houston, Texas, unless otherwise mutually agreed to by all the parties. The submission to the American Arbitration Association shall be unlimited and any court of competent jurisdiction may enforce the arbitration award.

**BINDING EFFECT OF AGREEMENT:** In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives.

**ENTIRE AGREEMENT:** In entering into this Agreement, I am not relying upon any oral or written representations other than what is set forth in this Agreement.

**I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE MB LACROSSE, AN INDEMNIFIED PARTY AND ANY LEAGUE.**

I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual, significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

**FOR PARTICIPANTS OF MINORITY AGE  
(UNDER 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the RELEASEES, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold the Indemnified Parties harmless from any and all Claims related to or arising out of my minor child's involvement or participation in the Lacrosse Activities as provided above, **EVEN IF ARISING FROM THEIR NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY.**

---

Player's Name

---

Date of Birth

---

Player's Signature (if over 18 years of age)

---

Date

---

Parent or Guardian's Signature

---

Date