



FAYETTEVILLE
LACROSSE CLUB

PARTICIPATION AGREEMENT, WAIVER AND RELEASE OF LIABILITY

ASSUMPTION OF RISK: In consideration for Fayetteville Lacrosse Club ("FLC") granting me permission to participate in its lacrosse athletic sports program, related events and activities, including travel to and from, and overnight stays for, such events or activities, and in acknowledgement that these activities involve certain inherent risks, dangers and hazards which can result in serious personal injury, permanent paralysis or death, I hereby freely agree to assume and accept any and all known and unknown risks of the injury while participating in such lacrosse and other activities, including travel. I further recognize and acknowledge that the risks inherent in the sport of lacrosse can be greatly reduced by conditioning, ownership 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 and other activities, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against FLC, and all of its respective board members, volunteers, 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 my participation in lacrosse activities.

TO RELEASE, INDEMNIFY AND HOLD HARMLESS FAYETTEVILLE LACROSSE CLUB, FAYETTEVILLE HIGH SCHOOL, FAYETTEVILLE PUBLIC SCHOOLS, HEARTLAND LACROSSE AND ALL OF ITS RESPECTIVE 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 FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, INJURY OR EXPENSE THAT I MAY SUFFER, OR THAT MY NEXT OF KIN MAY SUFFER, AS A RESULT OF MY PARTICIPATION IN ANY ACTIVITY WITH FLC, DUE TO ANY CAUSE WHATSOEVER, INCLUDING **NEGLIGENCE OR BREACH OF CONTRACT** ON THE PART OF FLC AND/OR LEAGUES IN THE OPERATION, SUPERVISION, DESIGN, OR MAINTENANCE OF LACROSSE, GAMES, ACTIVITIES OR FIELDS.

ARBITRATION: In further, consideration of allowing me to participate in such lacrosse and other activities, I hereby agree to submit to binding arbitration any, and all claims which I believe I may have against FLC arising from my activities in lacrosse activities. The arbitration shall be pursuant to the rules of the American Arbitration Association. The arbitration shall apply the Federal Rules of Evidence to all proceedings. 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 Fayetteville, AR, unless otherwise mutually agreed by all 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 FLC 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 RELEASEES from any, and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

Player Signature: _____

Player Printed Name: _____ Date: _____

Parent Signature: _____

Parent Printed Name: _____ Date: _____