

Flagler County Lacrosse is a non-profit recreational sports league built on volunteers, parents, and students giving back.

ACTIVITY PARTICIPATION RELEASE & ASSUMPTION OF RISK AGREEMENT

Risk Disclosures

In consideration of permission granted by FLAGLER COUNTY LACROSSE club, hereinafter collectively "FLAGLER COUNTY LACROSSE," for the Participant's right to participate in the above named Activity, I (we) acknowledge that even if the Participant follows all directions and exercises utmost care, there will remain a certain irreducible inherent risks to participating in this Activity, and I (we) accept those risks.

This Activity has particular risks involved including, but not limited to, injuries caused by abrupt contact with persons or objects, or by exertion, or dehydration. I (we) acknowledge and agree that playing or practicing this Activity involves many risks of injury including, but not limited to, death, serious injury to the neck, spine, brain, internal organs, bones, joints, ligaments, muscles, tendons and other parts of the body. I understand that practicing and participation in the Activity may not only result in serious injury, but in serious impairment of future abilities to earn a living, to engage in business, social and recreational activities, and generally to enjoy life. I (we) also understand the emotional risks involved in playing or practicing this Activity and the emotional risks connected to any injury which may result, i.e., stress, tension, depression, etc. This Agreement further includes any risk or injury arising from transportation to/from games and/or practices, injury arising from the condition of the playing surface or facilities used, and injury arising from the equipment or uniform.

I (we) understand and agree that because of the dangers of participating in this Activity, it is important to follow instructions of coaches regarding training, safety and other rules. The Participant further agrees to obey any and all rules and regulations, and to follow specific instruction given by FLAGLER COUNTY LACROSSE coaches, assistants and/or volunteers either employed by FLAGLER COUNTY LACROSSE or acting under the direction of the FLAGLER COUNTY LACROSSE.

Acceptance of Assumption of Risk for Students

I (we) have read and understand the above warning and agree to assume any and all risks of physical or emotional injury and any results from such injuries, including, but not limited to, injuries caused by the negligence of the FLAGLER COUNTY LACROSSE, its employees, representatives, or volunteers.

Release and Waiver

I hereby agree to defend, indemnify, and hold harmless the FLAGLER COUNTY LACROSSE, collectively and individually, its employees, representatives, coaches and volunteers ("Releasees") from any and all liability, actions, causes of actions, debts, claims, or demands of any kind and nature which may arise out of or in connection with my participation in any activities related to the above named Activity. The terms thereof

shall serve as a release and assumption of risk for my heirs, estate, executor, administrator, assignees, and for all members of my family.

I (we) further hereby expressly waive any and all rights or benefits conferred by the provisions of the STATE OF FLORIDA and expressly consent that this Agreement shall be given full force and effect according to each and all of its express terms and conditions, including those relating to unknown and unsuspected claims, demands and causes of actions, if any, as well as those relating to any other claims, demands and causes of action hereinabove specified.

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

I (we) acknowledge that I (we) may hereafter discover claims or facts in addition to or different from those which I (we) now know or believe to exist with respect to the subject matter of this Agreement and which, if known or suspected at the time of executing this Agreement, may have materially affected this Agreement. Nevertheless, I (we) hereby waive any right, claim or cause of action that might arise as a result of such different or additional claims or facts. I (we) acknowledge that I (we) understand the significance and consequence of such release and such specific waiver of Section 1542.

This Agreement constitutes and contains the entire agreement and final understanding concerning Participant's participation in the Activity. It supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. This is a fully integrated Agreement. In order to be enforceable, any modification of this Agreement must be in writing and must be signed by both all parties including an authorized representative of the FLAGLER COUNTY LACROSSE.

Any legal dispute or controversy between the Participant and Parent(s) / Guardian, on the one hand, and any Releasee, on the other hand, in any way arising out of, related to, or connected with this Agreement or the subject matter thereof, or otherwise in any way arising out of, related to, or connected with my participation in the sport, shall be resolved through final and binding arbitration in FLAGLER COUNTY, FL, pursuant to the then current Arbitration Rules and Procedures.

If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provision or applications of the Agreement which can be given effect without the invalid provisions or application and to this end the provisions of this Agreement are severable.

This Agreement shall be deemed to have been executed and delivered within the State of FLORIDA, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of FLORIDA without regard to principles of conflict of laws.

Consent of Parent(s) / Guardian (To be signed if Participant is under the age of 18)

I (we) am (are) the custodial parent(s) or legal guardian of player stated in this form ("the Participant"), whose name appears above. I (we) hereby fully consent to and approve the execution of the Release by the Participant and acknowledge that I (we) have read the Release and am familiar with each and all of the terms, promises and conditions contained in it and I (we) am (are) satisfied that the Release is fair, just and equitable. I (we) also agree not to revoke consent and approval at any time. I (we) hereby represent, warrant and agree that the Participant will not at any time disaffirm the Release by reason of the Participant's minority or otherwise.