

# **Participant Waiver, Release, Indemnification of All Claims & Covenant Not to Sue**

**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in entirety. By signing this agreement, you give up your right and the named minor's right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of the named minor's participation in, any event or affiliated activities of and with EAST PRIDE LACROSSE, INC.**

## **Acknowledgment and Assumption of Risk**

I, IN MY LEGAL CAPACITY AS THE PARENT/GUARDIAN OF THE MINOR NAMED BELOW, DO HEREBY ACKNOWLEDGE AND AGREE THAT PARTICIPATION IN EAST PRIDE LACROSSE'S ACTIVITIES COMES WITH INHERENT RISKS AND INVOLVE THE RISK OF SERIOUS INJURY, DEATH OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES SUSTAINED MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF EAST PRIDE LACROSSE. I HAVE FULL KNOWLEDGE AND UNDERSTANDING OF THE INHERENT RISKS ASSOCIATED WITH EAST PRIDE LACROSSE PARTICIPATION, INCLUDING BUT IN NO WAY LIMITED TO: (1) SLIPS, TRIPS, AND FALLS, (2) ATHLETIC INJURIES, AND (4) ILLNESS, INCLUDING EXPOSURE TO AND INFECTION WITH VIRUSES OR BACTERIA. I FURTHER ACKNOWLEDGE THAT THE PRECEDING LIST IS NOT INCLUSIVE OF ALL POSSIBLE RISKS ASSOCIATED WITH EAST PRIDE LACROSSE PARTICIPATION AND THAT SAID LIST IN NO WAY LIMITS THE OPERATION OF THIS AGREEMENT. I, IN MY LEGAL CAPACITY AS THE PARENT/GUARDIAN OF THE MINOR NAMED BELOW, UNDERSTAND THAT PARTICIPATION IN EAST PRIDE LACROSSE IS VOLUNTARY AND WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF EAST PRIDE LACROSSE, INC. OR OTHERWISE.

## **Coronavirus / COVID-19 Warning & Disclaimer**

Coronavirus ("COVID-19") is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in programs with EAST PRIDE LACROSSE, INC., including lacrosse games and practices, could increase the risk of contracting COVID-19.** EAST PRIDE LACROSSE, INC. in no way warrants that COVID-19 infection will not occur through participation in such lacrosse games and practices or other associated programs.

## **Waiver, Release, Indemnification & Covenant Not to Sue**

In consideration of my child's participation in East Pride Lacrosse, I, the parent/guardian of the minor named below, expressly waive and release and on behalf of myself and the minor named below, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE East Pride Lacrosse, Inc. its officers, directors, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, now known or hereafter known, which I, the named minor, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against East Pride Lacrosse, Inc. on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of East Pride Lacrosse's facilities/equipment or participation in its lacrosse games, practices or other programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees. I, in my legal capacity of the minor named below, covenant not to make or bring any such claim against East Pride Lacrosse, Inc. or any other

Releasee, and forever release and discharge East Pride Lacrosse, Inc. and all other Releasees from liability under such claims.

In consideration of the named minor's participation in East Pride Lacrosse, I, the undersigned parent/guardian of the named minor, agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to the named minor's participation in East Pride Lacrosse.

This agreement constitutes the sole and entire agreement of EAST PRIDE LACROSSE, INC. and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This agreement is binding on and shall inure to the benefit of EAST PRIDE LACROSSE, INC. and me and our respective successors and assigns. All matters arising out of or relating to this agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction). Any claim or cause of action arising under this agreement may be brought only in the federal and state courts located in Kent County, Michigan and I hereby consent to the exclusive jurisdiction of such courts.

I certify that my child is in good health and that my child has no conditions or impairments which would preclude my child's safe participation in East Pride Lacrosse.

**I UNDERSTAND THAT THE TERMS OF THIS AGREEMENT ARE LEGALLY BINDING, THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE EAST PRIDE LACROSSE, INC. AND CERTIFY THAT I AM SIGNING THIS AGREEMENT, AFTER HAVING CAREFULLY READ IT, OF MY OWN FREE WILL.**

This instrument is signed this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Name of Child

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print Clearly)