

LACROSSE PLAYER WAIVER AND RELEASE OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT

I acknowledge that I have registered either myself (being 18 years of age or older) or my child (either myself or my child, as applicable, shall be referred to as the "Player") in one or more lacrosse programs organized by Pirate Lacrosse LLC, a Wisconsin Limited Liability corporation ("Pirate Lacrosse"). I agree to provide this release and waiver of liability of Pirate Lacrosse and each of their affiliates in exchange for the opportunity for the Player to participate in lacrosse. This waiver and release shall remain effective for so long as, and at any time that, the Player participates in any Pirate Lacrosse Programs.

REPRESENTATIONS:

I hereby represent that the Player is physically and mentally able to participate in lacrosse and has no health problems or physical or mental conditions that would present a risk to the Player or to others.

INSURANCE:

I represent that the Player is covered by comprehensive medical health insurance necessary to provide and pay for any and all costs of medical treatment (including transportation costs associated with obtaining medical care).

ACKNOWLEDGMENT OF RISK OF INJURY:

I understand, and the Player understands, that lacrosse:

1. Involves playing an aggressive contact sport with others.

2. The sport inherently involves a high degree of risk that could result in SERIOUS BODILY INJURY OR DEATH to the Player or to other participants.

3. Participants in the sport of lacrosse bear the risk of a number of bodily injuries arising in a contact sport with objects moving at high speeds, and the sport involves a high degree of risk of the following types of bodily injuries:

Ligament sprain, Muscle strain, Contusion, Concussion, Fracture, Shoulder separation, Torn cartilage, Tendonitis/bursitis, Loss of a testicle, Dislocation, Stress fracture, and Paralysis.

By enrolling the Player in the Pirate Lacrosse Programs, I certify that the Player is aware of all of the inherent dangers of participating in lacrosse. I further certify that the Player is familiar with the rules of the game and of the field and will to the best of his/her ability play under control and avoid injury to himself/herself and other persons playing the game. I understand that the Player should not participate in this program if he/she is under the influence of drugs or alcohol or if there are any other physical conditions that may impair his/her ability to understand instructions or to participate without creating risk to him/herself or others.

TRAVEL RISKS:

I understand that the Player's participation in the Pirate Lacrosse Programs requires travel. I have been informed and I know that travel involves risks, which may result in damage to property, injury to persons and death and that the Pirate Lacrosse Parties (as defined below) assume no liability for damage, injury, or death occurring on such travel. Knowing, understanding, and in full, appreciating all possible risks associated with travel, I hereby expressly, voluntarily and willingly assume all risks and dangers associated with Player's traveling for the Pirate Lacrosse Programs, up to and including death. Some common risk situations include travel to and from home and event location, overnight stay, food poisoning, theft, car accident, building fire, etc. I understand this list is not all-inclusive and may not include all eventual situations. I give my consent for the Player to travel with the Pirate Lacrosse Programs.

ASSUMPTION OF RISK:

In exchange for the right for the Player to participate in the Pirate Lacrosse Programs, I hereby assume all risks associated with lacrosse, including the RISK OF SERIOUS BODILY INJURY, DEATH and/or PROPERTY DAMAGE and the negligence of Pirate Lacrosse, and I hereby agree NOT TO SUE Pirate Lacrosse, nor their sponsors, directors, officers, employees, coaches, volunteers, instructors, agents, partners, sponsors, nor any of their affiliates ("Pirate Lacrosse Parties") and I release the Pirate Lacrosse Parties from any and all liability, claims or demands of every kind and nature whatsoever which may arise out of the Player's participation in activities arranged by Pirate Lacrosse. I agree NOT TO SUE and I release the Pirate Lacrosse Parties and fully accept the risk of any illness or injury suffered by the Player while taking part in the Pirate Lacrosse Programs (including injuries that might cause death), including the ones listed above and other injuries common to contact sports and injuries (including injuries that might cause Parties and fully accept the risk of any damage to property arising out of the Pirate Lacrosse Parties and fully accept the risk of any damage to property arising out of the Pirate Lacrosse Programs. This release will serve as a release and assumption of risk which binds my heirs, executors and administrators and for all members of my family.

I further state that I am of lawful age and legally competent to agree to this waiver and release, and that I understand the terms herein are contractual and binding. I have agreed to this release as my own free act and if I have any doubts concerning the contents of this waiver and release, I have had the opportunity to consult an attorney before agreeing to this waiver and release.

AUTHORIZATION OF MEDICAL TREATMENT:

I hereby grant Pirate Lacrosse consent to provide, through a medical staff of its choice, customary medical/athletic training attention, transport the Player to an appropriate facility to receive emergency medical treatment and to authorize emergency medical treatment, including hospitalization. I grant permission to the medical personnel selected by Pirate Lacrosse to evaluate any injuries/illnesses, administer treatment, and make referrals for further care as deemed necessary. I understand and agree that the Pirate Lacrosse Parties assume no responsibility for any injury or damages which might arise out of such medical treatment. I agree to pay for any costs related to medical treatments that are not covered by insurance or if I have no medical insurance.

PHOTOGRAPHS:

I agree that all photographs, either still or moving, taken of me during my participation in the Pirate Lacrosse Programs and used by the Pirate Lacrosse Parties are owned solely by the Pirate Lacrosse Parties, and the Pirate Lacrosse Parties may copyright material containing the same in whole or in part. I agree that the Pirate Lacrosse Parties have the right to use these photographs for commercial (including without limitation publicity, promotion, and advertising) and non-commercial use without restriction and without payment of any compensation to me. I also grant the Pirate Lacrosse Parties the nonexclusive, perpetual, worldwide right, without further consideration, to use, copy, publish, reuse, or display any quote, personal statement or other testimonial given by me in connection with the Pirate Lacrosse Programs, whether given orally or in writing, in whole or in part, without restrictions, for any purpose, whether commercial or noncommercial, in any media. I further consent to the use of any printed material in connection therewith.

Player Name:
JS Lacrosse Member ID:
Emergency Contact:
Emergency Contact Phone #:
Parent/Guardian Signature:
Date: