| Parent's Name:   |  |
|------------------|--|
| Child's Name:    |  |
| Address in full: |  |
|                  |  |
|                  |  |
| Phone #          |  |

I fully understand and acknowledge that outdoor recreational activities, specifically Lacrosse, has:

- (A) inherent risks, dangers and hazards and such exists in my/my child's use of Lacrosse equipment and my participation in Lacrosse activities;
- **(B)** my participation in such activities and/or use of such equipment may result in ailments that could cause serious disability and death;
- (C) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of, but not limited to Spring-Ford Youth Lacrosse, Inc., the negligence of the participants, the negligence of others, accidents, breaches of contract, and the forces of nature; such as, exposure to sun, cold, wind, hail, lightning, and other phenomena, Risk and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, being struck by other participants or equipment; participants may strike or be struck by objects, sticks, balls, and other persons, in any Lacrosse activity, risks of falling or being struck, and other such risks, hazards and dangers that are integral to recreational activities that take place in competitive training or play environment;
- **(D)** further, by my/my child's participation in these activities and for use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether cause in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Spring-Ford Youth Lacrosse, Inc., or by any other person affiliated with Spring-Ford Youth Lacrosse, Inc.
- **(E)** I understand that the replacement cost for lost, stolen, or irreparably damaged equipment due to misuse or abuse is set by Spring-Ford Youth Lacrosse, Inc.. Repair fees for damages will be determined at time of repair. I understand that I am liable for the repair/replacement cost of the equipment if either should occur. Further, I understand that the gear must be returned clean and that Spring-Ford Youth Lacrosse, Inc. provides options for such cleaning.

I on behalf of myself, my minor child, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Spring-Ford Youth Lacrosse, Inc., the South Eastern Pennsylvania Youth Lacrosse Association and their owners, agents, officers, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of the rented Lacrosse equipment. I specifically understand that I am releasing, discharging and waiving any claims or actions that I or my child may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers, or employees of Spring-Ford Youth Lacrosse, Inc..

It is hereby agreed by and between Spring-Ford Youth Lacrosse, Inc., its principals, agents, servants, employees and assigns, and any and all persons renting equipment from same, hereinafter referred to as customer, that in consideration of the loan of equipment, provided Spring-Ford Youth Lacrosse, Inc., that the customer agrees to pay charges fixed for same, including any deposits and repair or replacement fees as required, and the customer agrees in further consideration that:

1. The equipment rented, if any, has been or will be carefully inspected by the customer prior to use of same and the customer agrees that same is in good working order and free from defects of any kind or nature and the customer agrees to promptly return the equipment after use thereof and further agrees to pay for any loss thereof or damage thereto excepting normal wear; and that

- 2. All risks involved in the use of the equipment are assumed by the customer who further agrees to forever release and save Spring-Ford Youth Lacrosse, Inc., harmless from any claims for injury or damage to person or property in any way resulting from the use of the equipment.
- 3. Agree that the parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating he or she should inspect the facilities and equipment to be used, and if the participant believes anything is unsafe, he or she should immediately advise his or her coach of such condition(s) and refuse to participate.
- 2. Acknowledge and fully understand that each participant will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from their own actions, inactions or negligence, but the action, inaction or negligence of others, the rules of play, or the condition of the premises or of any equipment used. Further, that there may be other risks not known to us or not reasonably foreseeable at this time.
- 3. Assume all the foregoing risk and accept personal responsibility for the damages following such injury, permanent disability or death.
- 4. Release, waive, discharge and covenant not to sue Spring-Ford Youth Lacrosse, Inc., its affiliated clubs, their respective administrators, directors, agents, coaches, and other employees of the organization, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, all of whom are hereinafter referred to as "releasees", from any and all liability to each of the undersigned, his or her heirs and next of kin for any and all claims, demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise.

If any provision of this Agreement shall be held to be invalid or unenforceable, such provision shall be stricken and the remainder of the Agreement shall remain in full force and effect to accomplish the intent and purpose of the parties. The parties agree to negotiate the severed provision to bring the same within the applicable legal requirements to the extent possible. Jurisdiction is exclusively retained in the Court of Common Pleas of Montgomery County, Pennsylvania.

This is NOT a waiver of any product liability claim or for any defect caused by the manufacturer of any of the products rented.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE SPRING-FORD YOUTH LACROSSE, INC. FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OF ANY OTHER CAUSE. I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY. IN ADDITION TO THIS WAIVER AND RELEASE I HAVE READ AND FULLY UNDERSTAND ANY POSTED OR VERBAL SAFETY GUIDELINES.

| SIGNATURE:            |                                |  |
|-----------------------|--------------------------------|--|
| NAME (please print):  |                                |  |
| DATE OF RENTAL        |                                |  |
| (IF LESS THAN 18) SIG | GNATURE OF PARENT OF GUARDIAN: |  |
| Rental Fee:           |                                |  |
| Equipment Rented:     |                                |  |
|                       |                                |  |
|                       |                                |  |
|                       |                                |  |