

Charleston Lacrosse Club

Participant Agreement, Release and Acknowledgment of Risk

In consideration of being allowed to participate in any way in the Charleston Lacrosse Club and any related events and activities, I hereby agree to release and discharge the Charleston Lacrosse Club including their agents, owners, officers, volunteers, participants, sponsors, sponsoring agencies, employees, owners and lessors of premises used to conduct events, and all other persons or entities acting in any capacity on the behalf of the Charleston Lacrosse Club (hereinafter collectively referred to as the "Club") on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that participating in a Club event or activity entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Furthermore, the Club seeks to present a safe activity, but they are not infallible. The Club might be ignorant of a participant's fitness or abilities. The Club might misjudge the weather, the elements, or the terrain. The Club may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Club from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Club equipment or facilities, **including any such Claims which allege negligent acts or omissions of the Club.**

4. Should the Club or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit against the Club or anyone associated with the Club, I agree to do so solely in the state of South Carolina, and I further agree that the substantive law of the state shall apply in that action without regard to the conflict of law rules of that state.

7. If I borrow or use any equipment owned by the Club, I will promptly return all equipment to the Club. I agree to promptly pay for all costs associated with the repair or replacement of equipment that I damage.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against the Club on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant*: _____ Print Name: _____

** Must be at least 18 years old or older to sign.*

Date: _____

Address: _____

Home Phone: _____ Work Phone: _____