

## MADSKILLZ LAX, LLC AGREEMENT

In consideration of COMPANY'S permitting CHILD to participate in COMPANY'S lacrosse PROGRAM and related events and activities and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I, PARENT, on behalf of myself, CHILD and any and all persons acting by, through and/or on behalf of CHILD and including all of my and their respective successors and assigns hereby covenant, represent, warrant and agree;

- That I am aware that COMPANY has a travel lacrosse program that provides the necessary training, practice, instruction, discipline, conditioning and instruction necessary to teach, train and prepare children to play the game of lacrosse and to compete in various events, tournaments, showcases and travel games (hereafter, the "PROGRAM").
- 2. That I have conducted such investigation and inquiry into the PROGRAM as I deemed reasonable, necessary and/or desirable. I fully appreciate, agree and understand that by CHILD'S participation in the PROGRAM that CHILD will participate in inherently dangerous activity that may cause or result in serious bodily and/or mental injuries, including but not limited to bodily injury, property and other damage, property loss and/or death and that such consequences may result not only from my or CHILD'S acts or omissions but from the actions, inactions or negligence of others, the rules of play or the conditions of the premises or equipment involved (the "POTENTIAL RISKS"). Having done my investigation and fully appreciating the POTENTIAL RISKS, I have approached COMPANY and requested it to permit CHILD to participate in the PROGRAM.
- 3. That CHILD has the requisite skills, qualifications, training, health, physical and mental conditioning to participate in the PROGRAM.
- 4. That CHILD has no disease, injury or condition whatsoever that would limit, inhibit, preclude or be aggravated by CHILD'S participation in the PROGRAM.
- I understand that COMPANY shall have no responsibility for any injury, damage and/or loss, including but not limited to any obligation to pay for medical treatment and related costs if CHILD suffers or incurs any of the POTENTIAL RISKS
- 6. I ASSUME ALL OF THE ABOVE RISKS AND RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, INDEMNIFY AND COVENANT NOT TOSUE:

COMPANY, its parent, subsidiary, related and/or affiliated entities, businesses, organizations, sponsors, employees, volunteers, coaches, trainers, officials, agencies, participants, participating or sponsoring municipalities advertisers, governmental agencies, international organizations, Owners, lessors and lessees of premises used to conduct the PROGRAM and each of their respective administrators, officers, directors, agents, representatives, employees, volunteers, coaches, trainers, officials and any other individuals affiliated with COMPANY;

FOR AND/ OR FROM ANY AND ALL DAMAGES, LIABILITIES, INJURIES AND/OR DEATH, LOSSES, DAMAGE TO PERSON OR PROPERTY DIRECTLY AND/OR INDIRECTLY RELATING TO, EMANTING FROM, RELATING TO, OR OTHERWISE ASSOCIATED WITH CHILD'S PARTICIPATION IN THE PROGRAM AND INCLUDING BUT NOT LIMITED TO TRAVEL TO AND/OR FROM ANY PROGRAM EVENTS.

- 7. That prior to participating in any PROGRAM event, I, will inspect the facilities and equipment to be used, and if I believe any of them or any condition to be unsafe, I will immediately report the unsafe condition(s) to the COMPANY coach, supervisor, or official conducting the PROGRAM and prevent CHILD from participating. To the extent I allow CHILD to continue to participate, then I waive and release COMPANY and all other persons and entities from any and all liability, obligation and damage and I personally and full assume all risks associated with said condition(s). Anything to the contrary notwithstanding, I stipulate and agree that only notice to COMPANY'S coach, supervisor or official shall constitute notice to Company and that notifying volunteers or persons working an event or anyone other than someone employed by COMPANY shall not constitute good and/or adequate notice to COMPANY.
- 8. That I grant to COMPANY the power, right and authority to PHOTOGRAPH, VIDEOTAPE and use the LIKENESS and/or VOICE of CHILD in any official documentary, promotional (including any and all advertisements), television, radio or film coverage of the COMPANY and/or PROGRAM events, without compensation and that once used, the authority herein granted may not be revoked for such existing or prior use.
- 9. That I will promptly pay as and when due all fees, charges, registrations, reimbursements and amounts associated with CHILD'S participation in the PROGRAM. I further affirm that I have read and am aware of the NO REFUND policy of COMPANY.
- 10. That I CONSENT TO ALL EMERGENCY MEDICAL TREATMENT of CHILD as may be deemed reasonable, necessary and/or appropriate under existing circumstances by medical personnel. I also hereby authorize the directors, coaches, and COMPANY employees to request medical treatment as they reasonably deem necessary to insure CHILD'S well-being and I hereby agree to be solely responsible for all fees, costs, charges and amounts due for such treatment.
- 11. That I have read the COMPANY'S Rules of Engagement as well as the PCA Parent Pledge and I agree to execute and have CHILD execute the same and we will abide by the terms of those documents.
- 12. That venue for all proceedings between COMPANY and myself and/or relating to CHILD shall exclusively lie in Palm Beach, County Florida.
- 13. That any action between COMPANY and myself and/or relating to CHILD shall be exclusively governed by the laws of the State of Florida.
- 14. That I waive trial by jury in all actions between COMPANY and myself and/or relating to CHILD.
- 15. That the prevailing party in any action between me and COMPANY and/or relating to CHILD shall be awarded their attorneys' fees and costs from the non-prevailing party.
- 16. That the terms of this Agreement cannot be waived except by an agreement in writing signed by COMPANY and myself.
- 17. That the terms of this Agreement may not be assigned by me but that COMPANY may assign this Agreement as and if it deems fit and if COMPANY shall have assigned this Agreement, I will look solely to the assignee for any and all claims relating to this Agreement and COMPANY shall be immediately released upon such assignment.
- 18. That there are no intended or gratuitous third party beneficiaries of this Agreement.

CAUTION: LEGAL DOCUMENT, READ BEFORE SIGNING.

- 19. That I have read this Agreement and fully understand its terms. That I have either had it reviewed by counsel or had a reasonable opportunity to have it reviewed by counsel and elected not to and accept the terms of this Agreement.
- 20. That the rule of construction that a document be construed against its draftsman shall not apply to this Agreement.

I HAVE READ AND FULLY UNDERSTOOD THE FOREGOING AGREEMENT AND/OR HAVE HAD IT REVIEWED BY COUNSEL OR HAD A REASONABLE OPPORTUNITY TO HAVE IT REVIEWED BY COUNSEL AND ELECTED NOT TO DO SO AND AGREE AND ACCEPT IT AND BY SIGNING BELOW, BIND MYSELF, CHILD AND ALL OTHERS ACTING BY, THROUGH AND/OR ON BEHALF OF CHILD TO ITS TERMS.

Printed Name of CHILD:	Date of Birth:
Printed Name of Parent (Guardian):	
Signature of Parent (Guardian):	Date: