



**PARENTAL WAIVER, RELEASE AND INDEMNITY
FROM LIABILITY FOR MINOR CHILD (HEREAFTER
THE “WAIVER AND RELEASE”)**

THIS IS A RELEASE OF LEGAL RIGHTS — READ AND UNDERSTAND BEFORE SIGNING

I, _____, (hereafter the “PARENT”) represent and warrant to MADSKILLZ LAX, LLC (hereafter, “COMPANY”) that I am the parent or legal guardian of the minor child _____ (hereinafter referred to as “CHILD”) and that I have all requisite, full and legal power and authority with respect to CHILD and to grant the herein waiver, release and indemnity.

I HEREBY WAIVE, RELEASE, INDEMNIFY, HOLD HARMLESS AND FOREVER DISCHARGE COMPANY, its agents, managers, employees, officers, directors, affiliates, coaches, independent contractors, owners of the facilities utilized by COMPANY and all of their respective successors and assigns (the “RELEASED PARTIES”), of and from any and all claims, demands, debts, contracts, expenses, actions, causes of action, lawsuits, judgments, damages and liabilities, of every nature and kind, whether known or unknown, in law or in equity, that I, CHILD and or any other person or entity acting by, through or on behalf of, or for, CHILD ever had, presently have or may have, and arising from, or in any way directly or indirectly related to, CHILD’S participation in any and all events or activities directly or indirectly conducted by, in association with or for the benefit of COMPANY and/or the presence on or use of any premises owned, leased, used or occupied by COMPANY and including but not limited to all travel to and from such events and activities (hereafter the “RELEASED COMPANY ACTIVITIES AND EVENTS”) provided that the waiver of liability does not apply to any acts of gross negligence, intentional, willful or wanton misconduct.

Prohibited Activities. I have been informed that I may elect to avoid certain POTENTIAL RISKS by having CHILD not participate in some of the RELEASED COMPANY ACTIVITIES AND EVENTS. Accordingly, I direct that CHILD not participate in the RELEASED COMPANY ACTIVITIES AND EVENTS identified in the blank lines below. I acknowledge and agree that if the lines are left blank that I am electing to have CHILD participate in all RELEASED COMPANY ACTIVITIES AND EVENTS and that I accept all of the POTENTIAL RISKS associated therewith:

I fully appreciate, agree and understand that by CHILD’S participation in the RELEASED COMPANY ACTIVITIES AND EVENTS that CHILD will participate in are 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 (the “POTENTIAL RISKS”). I understand and acknowledge that I am fully aware of and assume all risks of CHILD’S participation in the RELEASED COMPANY ACTIVITIES AND EVENTS. I recognize my responsibility to ensure that CHILD participates only in those RELEASED COMPANY ACTIVITIES AND EVENTS for which he/she has the required skills, qualifications, training, health, physical and mental conditioning. 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. I further understand and agree that to the extent COMPANY supplies equipment, such equipment is supplied in its “as is, where is and with all faults” condition, and that COMPANY disclaims all warranties, express and/or implied, including warranties of merchantability and fitness for a particular purpose.

Knowing and understanding the risks described above, I agree, on behalf of myself personally and on behalf of CHILD and all others acting by, through and on behalf of CHILD to assume all the POTENTIAL RISKS and responsibilities directly or indirectly resulting from CHILD'S participation in the RELEASED COMPANY ACTIVITIES AND EVENTS, CHILD'S use of any COMPANY owned and/or provided equipment and supplies as well as CHILD'S travel to, presence upon and/or use of any premises owned, leased, used or occupied by COMPANY. I further covenant, represent, warrant and agree that CHILD has the necessary and requisite skills and health to participate in all facets of the RELEASED COMPANY ACTIVITIES AND EVENTS and that I will immediately inform COMPANY and stop CHILD'S participation if such conditions change. The nature of the activities has been fully disclosed and any flyer, advertisement, or brochure relating to the participating activities is expressly made a part of this WAIVER AND RELEASE. I further covenant, represent, warrant and agree that if at any time I believe conditions to be unsafe, I will immediately exercise my parental/guardianship rights and discontinue further participation by said CHILD in the activity.

By this Waiver, I, on behalf of myself, said CHILD and all others acting by, through and/or on behalf of, or for the benefit of CHILD, assume any and all risk, and take full responsibility for and waive any and all claims of personal injury, death and/or damage to personal property associated with COMPANY including but not limited to receiving lacrosse lessons at the facility/club/courts, using the facility/club/courts and its equipment in any manner, form or fashion, and practicing and/or engaging in lacrosse activities, round robins, ladders, leagues, tournaments, drills and/or any other related activities on and off the premises.

This WAIVER AND RELEASE contains the entire agreement between the parties and supersedes any prior written or oral agreements between concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior, express, written consent of all parties – including COMPANY.

The provisions of this WAIVER AND RELEASE will continue in full force and effect even until the expiration of all applicable statutes of limitations.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE said CHILD and I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the fullest extent permitted in law and/or in equity.

I HAVE READ AND FULLY UNDERSTOOD THE FOREGOING WAIVER AND RELEASE 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.

CAUTION: LEGAL DOCUMENT. READ BEFORE SIGNING.

Printed Name of CHILD: _____ Date of Birth: _____

Printed Name of Parent (Guardian): _____

Signature of Parent (Guardian): _____ Date: _____