



## PC LAX PARENT/ATHLETE AGREEMENT

### Enrollment Agreement / Application Between Parents and Athlete Participants And The Park City Lacrosse Organization

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the  
**PARK CITY LACROSSE ORGANIZATION (the "PCLO")** and

PCLO Member (Parent/Legal Guardian) Name: \_\_\_\_\_ (the "Parent").

The following "Athlete" of the above Parent is in the PCLO's lacrosse program:

Athlete's Name: \_\_\_\_\_

School Name: \_\_\_\_\_ Current School Grade \_\_\_\_\_

#### LACROSSE PROGRAM

In consideration of the Team Registration Fee and other covenants and promises of Parent (as described below), the PCLO, its successors, assigns, Board of Directors, officers, employees, coaches, and agents (collectively "PCLO Personnel"), shall organize, sponsor and provide coaching, training, competition and related services for the Athlete in the PCLO's lacrosse program.

#### TUITION

Parent understands that a place is being reserved for the entire year for the Athlete, and that Parent, as a PCLO Member, will be personally responsible for the PCLO fees. Parent agrees that the obligation for the year's fees will not be reduced by withdrawal, dismissal, suspension or absence for any cause. Such withdrawal, dismissal, suspension or absence would not materially reduce the PCLO's cost or permit the PCLO to recoup lost revenue, and that therefore, payment of the full year's Team Registration Fee is the fair and reasonable measure of the liquidated damages which the PCLO would otherwise suffer in such event.

**PLAYER CANNOT PARTICIPATE UNTIL FULL PAYMENT AND ALL FORMS ARE RECEIVED.**

#### PAYMENTS

Any equipment or uniforms purchased through the PCLO must be paid in full prior to receiving same. Clinics, events and travel costs must be paid in full prior to the Athlete's departure for said trip. Parent agrees to pay any and all attorneys fees and costs that the PCLO may incur should the PCLO retain counsel to collect any past due accounts, whether or not litigation is actually instituted.

#### RISKS

Although the PCLO has taken reasonable steps to provide participants with a safe experience, lacrosse has many risks, known and unknown, of injury and death. Below are some, but certainly not all, of those risks.

- Lacrosse involves falls, crashes, and collisions with other athletes, and other injury producing objects. Falls, crashes and collisions can be caused by many different factors. Falls, crashes and/or collisions or other acts can cause severe abrasions, broken bones, cuts, bruises, internal injury, head injury, and death. Falls, crashes and collisions or other acts can also cause joint and ligament damage.
- Although helmets are worn, head injuries and eye and mouth damage can and do still occur.
- There is also a risk of injury or death from other participants or equipment defects, adverse weather conditions, or the terrain.
- Adequate medical or emergency treatment may not be available immediately.
- Parent understands and acknowledges that the above list of possible injuries is not complete or exhaustive and that other risks, known or unknown, may also result in illness, bodily injury or death. Parent expressly accepts those risks, for myself and the Athlete, not listed above as well as those listed. Parent understands that the risk of injury or death is increased by vigorous athletics.

#### WAIVER AND RELEASE OF LIABILITY

**Parent and Athlete represent that they are informed and know of the risks and accept and assume all of the risks connected with lacrosse and related activities such as competition, training regimens and practices, and Parent and Athlete affirm that, on his/her own initiative and assumption of risk, Athlete is permitted and is going to participate in the PCLO's lacrosse programs for the time period described in this Agreement. In consideration of the PCLO's organization, sponsorship, coaching and training services for Athlete, Parent releases and forever discharges the PCLO and all other PCLO Personnel from all future claims, rights, and causes of action which may accrue as a result of personal injuries or property losses or damages sustained by Athlete or Parent arising out of or as a consequence of Athlete's participation in the PCLO activities and program, including any such activities, losses or damages arising out of the negligence or fault of the PCLO and all other PCLO Personnel. Parent and Athlete understand that any participation in the sport of lacrosse and the transportation to and from training and competitions involve risk of bodily injury or death to Athlete and loss of or damage to property, and knowingly and voluntarily assume that risk.**

**HOLD HARMLESS AND INDEMNITY**

Parent and Athlete agree and covenant to hold harmless and indemnify the PCLO and all other PCLO Personnel from any and all losses and costs, including attorney’s fees, incurred by the PCLO and all other PCLO Personnel because of injury or loss to Athlete or Parent and claims or suits brought by or on behalf of Athlete or Parent against the PCLO and all other PCLO Personnel arising out of Athlete’s participation in the PCLO’s lacrosse program. In signing this document, Parent and Athlete understand that if illness, personal injury, or death occurs or property is damaged while Athlete is engaged in any of the PCLO’s activities, Parent and Athlete will have no right to make any claim or file a lawsuit against the PCLO even if the PCLO or other PCLO Personnel negligently causes the injury or bodily damage.

**INDEMNIFICATION OF LEGAL COSTS TO THE PCLO**

Parent agrees to waive the right to file a claim or file a lawsuit against the PCLO and all other PCLO Personnel in connection with any injury, property, damage, or death of Athlete. Parent agrees to waive his/her right and the Athlete’s right to make any claim on the Athlete’s behalf. If Parent cannot waive Athlete’s right to have a suit filed on his or her behalf, then Parent agrees to indemnify the PCLO and all other PCLO Personnel for any law suit brought by Athlete or Athlete’s representative, heir, agent, parent, or guardian. This means that if a lawsuit is brought against the PCLO or other PCLO Personnel by Parent’s child or someone representing him/her, that Parent agrees to indemnify the PCLO and all other PCLO Personnel and pay any and all costs of legal defense and any judgment against the PCLO or other PCLO Personnel that may arise due to that lawsuit.

**MEDICAL RELEASE**

In the event that a Parent cannot be reached in time to render the medical care in advance of the time reasonably viewed as necessary to treat an injury or avoid greater injury, Parent hereby authorizes the PCLO and/or its coaches to secure any hospital, medical, dental, or surgical care, treatment and/or procedures for Athlete. Parent also consents that in the event of injury to the Athlete, coaches can sign for Athlete to receive care, treatment and/or procedures, under the instructions and directions of the licensed physicians on call at the emergency room of the hospital or emergency facility. The PCLO’s coaches shall notify Parent at the earliest possible time during or after such care, treatment and/or procedures. **Parent knowingly and voluntarily consents in advance to such care, treatment and/or procedures to encourage the physicians and coaches to exercise their best judgment as to the requirements of such care, treatment, and/or procedure. Parent specifically indemnifies and holds harmless the PCLO and other PCLO Personnel from any and all costs arising out of such care, treatment and/or procedures, and indemnifies them against any injury or death that may arise out of said medical treatment, whether or not the decision of the coach or PCLO representative could be viewed as negligent, so long as it was made in good faith. (Please complete and sign separate Medical Release)**

**ACKNOWLEDGMENT OF EFFECT OF THIS RELEASE AGREEMENT**

We have read and understand this Agreement. We have been advised that we may seek independent legal advice regarding its terms, and we have had the opportunity to do so. We have also had the chance to ask questions of the PCLO representatives regarding this Agreement. **We understand that by signing this Agreement, we have given up certain legal rights and/or possible claims which we may otherwise assert or maintain against the PCLO and other PCLO Personnel, including specifically, but not limited to, rights arising from or claims for the negligent acts or omissions of the PCLO and other PCLO Personnel.**

We understand that by signing this Agreement, we also assume responsibility and legal liability for the claims or legal demand, including defense costs, which may be asserted by spectators or other third parties against us as a result of participating in the PCLO’s activities.

Parent warrants that it is the parent or legal guardian of the Athlete, and that Parent is authorized in such capacity to execute this Agreement.

**Parent/Guardian Name** \_\_\_\_\_

**Parent/Guardian Signature** \_\_\_\_\_

**Date** \_\_\_\_/\_\_\_\_/20\_\_\_\_

**Athlete Name** \_\_\_\_\_

**Athlete Signature** \_\_\_\_\_

**Date** \_\_\_\_/\_\_\_\_/20\_\_\_\_