

WAIVER OF CLAIMS/ ASSUMPTION OF RISK / HOLD HARMLESS /PHOTO RELEASE/ DATA PRIVACY

Elite 12 Lacrosse

Waiver of Claims and Assumption of Risk

This Agreement (this Agreement) is entered into between Elite 12 Lacrosse, an S-Corp (Elite 12 Lacrosse) and the undersigned, who is either the participant in the Activities (as defined below) or the parent or legal guardian of the participant in the Activities.

Assumption of Risk. In consideration for Elite 12 Lacrosse granting me or my minor child (whichever the case may be) permission to participate in its lacrosse and related athletic sports programs, events and activities, including, but not limited to, travel to and from, and overnight stays for such events and activities (the Activities), I hereby freely agree to assume and accept any and all inherent, known and unknown risks of injury while participating Activities. I further recognize and acknowledge that the risks inherent in the sport of lacrosse can be greatly reduced by conditioning, ownership of proper equipment and abiding by the rules of the game. I hereby further certify that I understand and acknowledge that that my or my minor child's (whichever the case may be) participation in the Activities involve certain inherent risks, dangers, and hazards which can result in serious and permanent injury, paralysis, and death.

Release and Waiver of Claims. In consideration of allowing me or my minor child (whichever the case may be) to participate in the Activities, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against Elite 12 Lacrosse, the University of Denver, and any of their respective employees, coaches, officers, managers, contractors, sponsors, advertisers, other participants in the Activities, and, if applicable, owners and lessors of premises used to conduct the Activities (the Released Parties) and which arise from any negligent acts or omissions of any of the Released Parties or which arise from my or my minor child's (whichever the case may be) participation in the Activities.

TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, INJURY, OR EXPENSE THAT I OR MY MINOR CHILD (WHICHEVER THE CASE MAY BE) MAY SUFFER, OR THAT MY NEXT OF KIN MAY SUFFER, AS A RESULT OF MY PARTICIPATION IN THE ACTIVITIES, DUE TO ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR BREACH OF CONTRACT ON THE PART OF THE RELEASED PARTIES.

RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT (COLORADO SEMINARY/UNIVERSITY OF DENVER)

In consideration for the Attendee being permitted to participate in Elite 12 Lacrosse events, (“Activity”), I do waive and release forever any and all rights for claims and damages I may have against Colorado Seminary, The University of Denver, their trustees, officers, agents employees, and Elite 12 Lacrosse (“Camp Sponsor”), from and against any and all liability for any harm, injury, damage, claims, demands, actions, costs, and expenses of any nature which Attendee may have or which may hereafter accrue to Attendee, arising out of or related to any loss, damage, or personal injury, that may be sustained by Attendee or by any property belonging to Attendee, whether caused by negligence or carelessness on the part of Colorado Seminary, The University of Denver, their trustees, officers, employees, agents, and Elite 12 Lacrosse, or otherwise, while Attendee is in, on upon, or in transit to or from the premises where the Activity, or any adjunct to the Activity, occurs or is being conducted.

I accept, understand and assume that there is a risk of injury in this Activity, due to the physical nature of the Activity, including but not limited to falls, contact with other participants, and being injured by thrown or batted balls. Attendee agrees to follow all instructions and to wear all necessary, recommended, and appropriate protective gear and equipment.

I understand that this Activity is neither administered nor sponsored by Colorado Seminary or the University of Denver and that Camp Sponsor is providing this instruction or camp outside the scope of his/her employment with Colorado Seminary and the University of Denver. I agree to release, hold harmless, and indemnify Colorado Seminary, the University of Denver, and their trustees, officers, employees, agents, and Camp Sponsor from any and all claims and liability arising out of the Activity.

DATA PRIVACY

I hereby consent to Elite 12 Lacrosse’s use of my personal data in accordance with applicable data privacy laws, including the right of Elite 12 Lacrosse to internationally transfer my data, understanding the data will be used in accordance with Elite 12 Lacrosse’s Privacy Policy and Terms of Use. WEBSITE I understand photos may be taken at the Event and hereby grant Arrow permission to display or publish images of me on websites and in marketing materials.

PHOTO RELEASE

I am the parent or legal guardian of the registrar participant; I grant permission to Elite 12 Lacrosse, its agents, and its employees the irrevocable and unrestricted right to produce photographs and video taken of my child, myself, and members of my family while at Elite 12 Lacrosse event for any lawful purpose including publication, promotion, illustration, advertising, trade, or historical archive in any manner or in any medium by Elite 12 Lacrosse or the Denver Lacrosse Camps. I hereby release Elite 12 Lacrosse and the Denver Lacrosse Camps and its legal representatives from liability for any violation or claims relating to said images or video.

Furthermore, I grant permission to use the statements of my child, myself, or my family members given during an interview or evaluation with or without my name for the purpose of advertising and publicity without restriction to time limit or geographic area. I waive my right,

my child's rights, and my family's rights to any and all compensation stemming from the use of these materials.

REPRESENTATION AND WARRANTIES

I hereby represent and warrant that, if the participant is a minor, I am the parent or legal guardian for my child, the participant, and I have the legal authority to sign this Agreement on behalf of my child.

I hereby represent and warrant that, if I am the participant, I am at least 18 years of age, am of sound mind and body, and have the legal authority to sign this Agreement on my own behalf.

I hereby represent and warrant that I have been advised to obtain and will obtain prior to commencement of my or my child's (whichever the case may be) participation in the Activities the required safety equipment, including but not limited to, a helmet, mouth guard, gloves, protective eye wear, and pads.

I REPRESENT AND WARRANT THAT I HAVE READ THIS AGREEMENT IN FULL AND THAT I UNDERSTAND THE TERMS AND CONDITIONS CONTAINED HEREIN.

I REPRESENT AND WARRANT THAT I INTEND TO RELEASE ANY AND ALL CLAIMS AGAINST THE RELEASED PARTIES, INCLUDING CLAIMS FOR NEGLIGENCE.

Binding Agreement. This Agreement shall be binding on my and my heirs, next of kin, executors, assigns and successors.

Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written. Any amendments to this Agreement must be in writing and signed by the parties to this Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the date written below. Further, the undersigned understands that by executing this Agreement, he or she is releasing certain claims.

By Checking the online box and clicking "Submit" you sign and consent to this form.