

RELEASE AND WAIVER FROM LIABILITY – Irvine United Lacrosse, LLC Instructions:

By completing this Release and Waiver from Liability (“Release and Waiver”), each Player (“Player”), or his or her Parent/Legal Guardian if the Player is under 18 years of age (“Parent/Legal Guardian”), and Player’s estate, personal representatives, executors, administrators, guardians, assignees, heirs, and next of kin (herein collectively referred to as “Releasing Party”) agree to the terms as indicated below.

1. Voluntary Participation. By signing this Release and Waiver, it is acknowledged that Player is physically and mentally able to participate in lacrosse and has no health problems or physical or mental conditions that would present a risk to Player or to others. It is further acknowledged that Player’s participation in Irvine United Lacrosse, LLC (“IrvineUnitedLacrosse”) sponsored lacrosse athletic sports programs, related events and/or activities is voluntary.

2. Insurance & Medical Care. Releasing Party agrees that Player is a member of US Lacrosse, and is covered by both insurance through his/her US Lacrosse membership as well as comprehensive medical health insurance necessary to provide and pay for any and all costs of medical treatment (including transportation costs associated with obtaining medical care). Releasing Party authorizes Irvine United Lacrosse and the host of any Irvine United Lacrosse related activity to provide, through a medical staff of its choice, customary medical/athletic training care, transportation and/or emergency medical services to Player as deemed necessary by Irvine United Lacrosse. It is further agreed that Irvine United Lacrosse shall not assume any responsibility or liability for any injury, damages, or expenses which might arise out of such medical treatment.

3. Assumption of Risk. Releasing Party is aware that lacrosse is a competitive contact sport which inherently involves a high degree of risk and exposes Player to dangers and hazards which could result in SERIOUS BODILY INJURY OR DEATH to Player or other participants. Player is voluntarily participating in this activity and all parties are aware of the dangers involved, including but not limited to: ▪ Death or disability; ▪ Serious injuries such as fractures, concussions, muscle strain, contusion, dislocation, disfigurement, and paralysis; ▪ Dangerous weather, overexertion, overheating, equipment failures, and the negligence of others. By signing this Release and Waiver, Releasing Party hereby freely assumes the above-mentioned risks to Player as well as other risks not listed, both known and unknown, that are part of participation in lacrosse and other activities, including the risks associated with any travel to and from the activities. It is further recognized and acknowledged that the risks inherent in lacrosse may be greatly reduced by Player’s conditioning, use of proper equipment in the recommended manner, abiding by game rules, and exercising personal discipline.

4. Release. As consideration for participating in the activities provided by Irvine United Lacrosse, Releasing Party hereby agrees as follows: TO WAIVE ANY AND ALL CLAIMS that Releasing Party has or may have in the future against Irvine United Lacrosse, and all of its members, employees, agents, coaches, contractors, volunteers, sponsors, advertisers, and if

applicable, other activity participants and the owners and lessors of premises used to conduct events, resulting from Player's participation in the activities contemplated hereunder. Further, Releasing Party acknowledges that Player's insurance offered through his/her US Lacrosse membership shall be the sole remedy for any injury, damages, or expenses which might arise from Player's participation in any Irvine United Lacrosse sponsored activities.

TO RELEASE, INDEMNIFY AND HOLD HARMLESS IRVINE UNITED LACROSSE AND ALL OF ITS MEMBERS, EMPLOYEES, AGENTS, COACHES, CONTRACTORS, VOLUNTEERS, SPONSORS, ADVERTISERS, AND IF APPLICABLE, OTHER ACTIVITY PARTICIPANTS AND THE OWNERS AND LESSORS OF PREMISES USED TO CONDUCT EVENTS, FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, INJURY (INCLUDING DEATH OR PERMANENT DISABILITY), OR EXPENSE THAT PLAYER MAY CAUSE, MAY SUFFER, OR THAT PLAYER'S NEXT OF KIN MAY SUFFER, EITHER NOW OR IN THE FUTURE, AS A RESULT OF PLAYER'S PARTICIPATION IN ANY ACTIVITY SPONSORED BY IRVINE UNITED LACROSSE, DUE TO ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY NEGLIGENCE OR BREACH OF CONTRACT ON THE PART OF IRVINE UNITED LACROSSE IN THE OPERATION, SUPERVISION, DESIGN, OR MAINTENANCE OF LACROSSE GAMES, PROGRAMS, ACTIVITIES, EQUIPMENT OR FIELDS.

5. Arbitration. By signing this Release and Waiver, Releasing Party agrees to submit to binding arbitration for any and all claims they believe they may have against Irvine United Lacrosse. It is further agreed that controversy or dispute arising from or in connection with Player's RELEASE AND WAIVER FROM LIABILITY – IRVINE UNITED LACROSSE, LLC Page 1 involvement with Irvine United Lacrosse, shall, unless otherwise agreed to by the interested parties, be first submitted to a mediator in Orange County, California pursuant to the rules and procedures of JAMS, or its successor. Any disputes not resolved by private mediation shall be resolved by binding arbitration at JAMS. Each interested party involved in the dispute may select an arbiter and, if necessary to establish a majority decision, these arbiters may select an additional arbiter. The decision of a majority of the arbiters selected will control with respect to the matter. It is agreed that the non-prevailing party will pay all fees and costs associated with upholding this Release and Waiver.

6. Severability. It is agreed that the purpose of this Release and Waiver is that it shall be an enforceable Release and Waiver as broad and inclusive as permitted by applicable law. In the event that any portion of this Release and Waiver shall be declared invalid, unenforceable or void, the remaining provisions of this Release and Waiver shall remain in full force and effect. Any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of this Release and Waiver.

7. Media & Use of Likeness. Releasing Party hereby grants Irvine United Lacrosse the absolute and irrevocable right and permission to photograph, film, videotape, record and/or portray his or her name, voice, portrayal, actions and/or likeness (collectively known as "media") in connection with Irvine United Lacrosse sponsored activities. It is agreed that all media is

solely owned by Irvine United Lacrosse who may copyright such media in whole or in part. It is further agreed that Irvine United Lacrosse is granted a nonexclusive, perpetual, worldwide right to use, copy, publish, reuse, or display all such media (including any quote, personal statement, or other testimonial of Player and/or Player's Parent/Legal Guardian, whether given orally or in writing, and including the use of Player and/or Player's Parent/Legal Guardian's name in connection with such media), for any commercial and/or non-commercial purpose, without restriction and without the payment of any compensation to any party including Player or Player's Parent/Legal Guardian.

8. Knowing and Voluntary Execution. By signing this Release and Waiver, Releasing Party agrees that they have carefully read this Release and Waiver, fully understands its contents, and has had the opportunity to consult with independent legal counsel regarding the matters contained herein. Releasing Party is aware that this is a RELEASE OF LIABILITY, understands that this is a contract affecting his/her legal rights (including the right to sue), and signs it of his/her own free will voluntarily and without inducement. It is further agreed that there is no reliance upon any other written or oral representations other than as set forth in this Release and Waiver, and that this Release and Waiver shall remain in full force and effect for so long as, and at any time, that Player participates in any Irvine United Lacrosse sponsored lacrosse athletic sports programs, related events and/or activities, and that the terms contained herein shall be binding on Player's and/or Player's Parent/Legal Guardian's estate, personal representatives, executors, administrators, guardians, assignees, heirs, and next of kin.

If Player is an adult: In addition to agreeing to the terms contained in this Release and Waiver, by signing below I further acknowledge that I am of lawful age and legally competent to agree to this Release and Waiver.

Date:

Signature of Player:

Name of Player:

If Player is a minor (under 18 years of age): In addition to agreeing to the terms contained in this Release and Waiver, by signing below I further acknowledge that I am of lawful age and legally competent to agree to this Release and Waiver, that I am the Parent/Legal Guardian for the Player identified below, that I have the legal authority to execute this Release and Waiver, and that I am doing so on behalf of myself, the minor Player, and with the consent of all other Parents/Legal Guardians of Player.

Date:

Signature of Parent/Legal Guardian:

Name of Parent/Legal Guardian:

Relationship to Player:

On Behalf of Player: Additional Requested Information:

Emergency Contact:

Emergency Contact Phone #:

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