

Activity Waiver Form

This activity waiver form ("this waiver") dated _____ day of _____, 2024

In consideration of being allowed to participate in the activities of the Battalion Lacrosse club, and other good and valuable consideration. the receipt of which is hereby acknowledged,

I _____, (the "legal guardian") of

(Printed Name)

_____ (the "participant"),

(Printed Name)

agree with Battalion Lacrosse of University Drive, Durham, North Carolina of the following:

Details of the activity

- 1) Spring lacrosse clinic provided by the activity provider.

Consideration

- 2) Being the lawful guardian of the participant, and the participant being allowed to participate in the activities, the legal guardian, on behalf of the participant, releases and forever discharges the activity provider, its owners, directors, , officers, employees, agents, administrators, assigns, legal representatives, and successors from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to person or property, including injury resulting in the death of the participant, which has been or may be sustained as a consequence of the participants participation in the activities; and not withstanding that such damage, loss or injury may have been caused solely by the negligence of the activity provider.
- 3) The legal guardian understands that the participant would not be permitted to participate in the activities unless the guardian signs this waiver.

Concurrent Release

- 4) The legal guardian acknowledges that this waiver is given with the express intention of effecting the extinguishment of certain obligations owed to the participant by the activity provider, and with the intention of binding the participants heirs, administrators, legal representatives and assigns.

Fitness to Participate

- 5) The legal guardian acknowledges to the activity provider that the participant does not have any physical limitations, medical ailments, or physical or mental disabilities that would limit or prevent the participant from participating in the activities. If required, the participant will obtain a medical examination and clearance.

Full and Final Settlement

- 6) The legal guardian acknowledges and agrees with the activity provider that (1) the activity provider has given the legal guardian sufficient time to carefully read this waiver (2) the legal guardian has been given the opportunity and encouraged to seek independent legal advice prior to signing this waiver (3) the legal guardian fully understands the risks and claims that the participant is waiving to participate in the activity (4) the legal guardian is freely and voluntarily executing this waiver and (5) the participant is forever from suing or otherwise claiming against the activity provider for any property loss or personal injury that the participant may sustain while participating in or preparing for the activities

Governing Law

- 7) This waiver will be governed by and construed in accordance with the laws of the state of North Carolina.

Emergency Contact

_____ phone number
(name – please print)

In witness whereof, the legal guardian has duly affixed on this _____ day of _____, 2024

Printed name _____

Signature _____