



HIGH SIERRA HUSKIES, INC. DBA HUSKIES LACROSSE
PLAYER/PARENT AGREEMENT/HOLD HARMLESS



This AGREEMENT is between _____, born on _____ (the "Player"), the Player's parent and/or legal guardian, _____, residing at _____, (the "Parent") and High Sierra Huskies, Inc., a Nevada Non-profit Corporation and member of the High Sierra Lacrosse League (the "Club"), for the 2019-2020 season ending after the High Sierra Lacrosse League championship game or state championship game (the "Season"). The Player, Parent, and Club agree as follows:

1. The Parent agrees that the Player's registration fee is non-refundable. If the player resigns or his/her participation is terminated for any reason after signing this agreement, the player is not entitled to a refund of the player fee and must pay the entire remaining balance of the player fee for the Season.
2. The Player agrees that he/she will attend all of the Club's practices, games, training, instructional sessions, and organized team meetings, except when prevented from doing so for educational or medical reasons, in which case, the player will request permission in advance (when reasonably possible to do so) to be absent. The club acknowledges that such permission will be granted for all reasonable requests; however, consequences may nonetheless result.
3. The player agrees that he/she will maintain his/her academic and educational course work at the highest-level possible, but his/her **Grade Point Average will not fall below a 2.0 and meet NIAA scholastic requirement.**
4. The Player agrees to obey the laws of the State of Nevada and that he/she will maintain good citizenship and behavior at all Club events, as well as in his/her everyday life, recognizing that his/her behavior is a reflection upon the Club.
5. The Player agrees not to use vulgar or profane language, racial, ethnic or gender related slurs towards anyone.
6. The Player recognizes that there is no place for violent or overly aggressive play in lacrosse where the obvious intent is to injure or harm another player, and agrees not to participate in such conduct.
7. The Parent agrees to respect and show appreciation for the volunteers who give their time to lacrosse. Parent further agrees not to yell, taunt, threaten, or inflict physical violence upon any player, coach, official, or spectator at any time.
8. The Player and Parent understand and agree that they are each responsible for fines or costs assessed for damage to facilities used in conjunction with Club's practices, games, or other team events which are caused by the Player.
9. The Player and Parent agree to abide by all rules and regulations of US Lacrosse, the High Sierra Lacrosse League, and the Club, including any applicable honor code.
10. The Player shall not possess (be in actual or physical control of) or use any controlled substance (includes any mind altering substance or beverage set forth in Schedule I-V of the list of Controlled Substances as identified by the office of the Drug Enforcement Administration or as set forth in 21 U.S.C. §812), designer or synthetic drug or naturally occurring drug, alcohol or any tobacco products, e-cigarettes or other product that delivers nicotine or mimics the reaction of nicotine without a prescription from a physician. Possession or use by Player, whether it occurs on or off of school property, is prohibited and shall resort in the penalties set forth below.
 - a. Should the Player breach Paragraph 10 above, he/she shall be subject to the following:
 - i. the first offense will result in a two-game suspension (beginning with the first scheduled competition after breach), modified practice requirements, and other sanctions found to be appropriate by the Coaching Staff. No refunds shall be issued.
 - ii. The second offense will result in the Player being suspended from the

Club for the remainder of the Season. No refunds shall be issued.

- b. Should the Player breach Paragraph 10 while traveling with the team outside of Washoe County, the Player shall be suspended from the Club for the remainder of the Season. No refunds shall be issued.
11. The Player and Parent agree that the club may utilize the Player's photographs, pictures, and likenesses for any purpose including promotional purposes.
12. The Parent will instruct the player that prior to participating, he or she should inspect the facilities and equipment to be used, and if the participant believes anything is unsafe, he or she should immediately advise his or her coach or supervisor of such condition(s) and if necessary refuse to participate.
13. The Parent acknowledges and fully understands that each participant will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from their own actions, inaction or negligence, but the action, inaction or negligence of others, the rules of play, or the condition of the premises or of any equipment used. Further, that there may be other risks not known to us or not reasonably foreseeable at this time.
14. The Parent and Player assume all risk and accept personal responsibility for damages following any injury, permanent disability, or death resulting from participation in Lacrosse.
15. The Parent and Player represent and warrant that the Player is a registered member of US Lacrosse and in good standing.
16. The Parent and Player release, waive, discharge and covenant not to sue the Club, its trustees, directors, agents, coaches, and other employees or volunteers of the organizations, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and leasers of premises used to conduct any practice or game, all of which are here and after referred to as "Releasees", from any and all liability to each of the undersigned, his or her heirs or next of kin for any and all claims, demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise.
17. Authority to Register and/or to Act as Agent. The Parent represents and warrants to the Club that he/she has full legal authority to complete this registration, including full authority to make use of method of payment for registration fees. In addition, if you are registering third parties, you represent and warrant that you have been duly authorized to act as agent on behalf of such parties in performing this registration. By proceeding with this registration, you agree that the terms of this Registration Agreement shall apply equally to you and to any third parties for whom you are acting as agent. Compliance with Children's Online Privacy Protection Act (COPPA). You represent and warrant that, in compliance with COPPA, you are over thirteen (13) years of age, and that if you are registering a child under fourteen (14) years of age you are the parent of such child, and do hereby consent to the collection of such child's personal information by the Club or High Sierra Lacrosse League.
18. Limitation of Liability/HOLD HARMLESS; Disclaimer of Warranties:
 - a. THE PARENT AND PLAYER AGREE THAT THE CLUB SHALL NOT BE LIABLE FOR ANY DAMAGES INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, RESULTING FROM PARTICIPATION IN THE CLUB'S ACTIVITIES OR USE OF LOANED CLUB EQUIPMENT, AND THE CLUB EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
 - b. In consideration of Reno High School and Washoe County School District permitting Player to participate in a regular season, off-season OR CLUB sport/conditioning program and to engage in all activities related to said program, Player hereby assumes all risks associated with participation and agrees to indemnify, defend, and hold the Washoe County School District, its Trustees, employees, agents, representatives,

coaches and volunteers harmless from any and all liability, actions, causes of action, debts, claims or demands of any kind and nature whatsoever which may arise by or in connection with my participation in a regular season, off-season sport or club/conditioning program.

19. Indemnification: The Parent agrees to indemnify, defend, and hold the Club, its officers, coaches, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the Player's participation with the Club.
20. Applicable Law; Consent to Jurisdiction: Parent and Player agree that exclusive jurisdiction for any dispute with the Club shall be in the second judicial court, in the State of Nevada and you further agree and expressly consent to the exercise of personal jurisdiction in the second judicial court, in the State of Nevada in connection with any dispute including any claim involving the Club or its affiliates, subsidiaries, employees, contractors, coaches, officers, trustees, and/or directors.
21. Severability: If any provision of this Liability Waiver shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Liability Waiver and shall not affect the validity and enforceability of any remaining provisions.
22. The undersigned acknowledges reading and accepting the waiver and rules promulgated by the Club.

WE HAVE READ THE ABOVE AND UNDERSTAND THAT WE ARE GIVING UP SUBSTANTIAL RIGHTS BY AGREEING AND DO SO VOLUNTARILY.

The Player and Parent acknowledge that failure to abide by the rules set forth in this agreement constitutes a breach of this Agreement and subjects the Player and his/her Parents to disciplinary action and possible expulsion from the Club.

We hereby agree to the terms of this Agreement, acknowledge that we have read, understand and agree to abide by the rules and regulations set forth herein, and agree to be legally bound by this Agreement.

_____/_____
Player Date

_____/_____
Parent Date

_____/ High Sierra Huskies, Inc./_____
Name/Title of Club Officer Date