

**READ CAREFULLY: THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE, DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.**

**WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

DISCLAIMER: PEAK 21 LACROSSE, LLC ("P21L") IS NOT RESPONSIBLE FOR ANY INJURY (OR LOSS OF PROPERTY) TO ANY PERSON SUFFERED WHILE PLAYING, PRACTING, OR IN ANY OTHER WAY INVOLVED IN THE SPORT OF LACROSSE FOR ANY REASON WHATSOEVER AS IT RELATES TO P21L EVENTS AND RELATED ACTIVITIES ORGANIZED BY P21L, INCLUDING ORDINARY NEGLIGENCE ON THE PART OF P21L AND ITS AGENTS OR CONTRACTORS.

IN CONSIDERATION of P21L allowing my participation in any P21L event (the "Event" or "Events"); I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement").

1. I hereby represent that the participant is in good health and in proper physical condition to participate in the Event; and the participant is not under the influence of any substance or any illicit or prescription drugs which would in any way impair the participants ability to safely participate in the Event. I agree that it is my sole responsibility as the legal guardian of the participant to determine whether the participant is sufficiently fit and healthy enough to participate in the Event.
2. I am aware that Lacrosse is a recreational activity. I understand and acknowledge the physical and mental rigors associated with lacrosse events are inherently dangerous. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, serious injury to virtually all bones, joints, muscles, and internal organs permanent disability, paralysis and death, and the equipment for protection may be inadequate to prevent from serious injury; loss or damage to property; exposure to extreme conditions and circumstances; accidents, illness, communicable diseases, contact or collision with other participants, spectators, or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect field conditions; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers. In addition, I understand that participation in Lacrosse involves activates incidental thereto, including, but not limited to, travel to and from the site of activity, participation at sites that may be remote from available medical assistance, and the possible reckless conduct of other participants. The player is voluntarily participating in this activity with knowledge of the danger involved and hereby agree to accept any and all inherent risks of property damage, personal injury, or death. An inherent risk of exposure to COVID-19 exists in any place people gather. COVID-19 is an extremely contagious disease that can lead to severe illness and death. I assume all risks, hazards, and danger arising from or relating in any way to risk of contracting COVID-19 or any other communicable disease or illness, whether occurring before, during, or after the event, however caused or contracted, and voluntarily waive all claims and potential claims against P21L and affiliated companies relating to such risks ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the acts, inaction or negligence of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event. I give my consent to P21L to provide through its athletic training staff as scheduled by P21L, athletic training attention, transportation and emergency medical services as warranted through the course of my participation in P21L events.
3. I agree to be familiar with and abide by the Rules and Regulations established for the Event. I also accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.
4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: Peak 21 Lacrosse, LLC, the Event Organizers and Promoters, the Athletic training group and their staff, Sponsors, Advertisers, Host Cities, Host Sites, Local Organizing Committees, Venues and Property Owners upon which the Event takes place, and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (**Individually and Collectively, the "Released Parties" or "Event Organizers"**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("**Liability**") which may arise out of, result from, or relate to my participation in the Event, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I agree that P21L is not liable for any expense incurred due to an accident or injury while participating in the event. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim.
5. I/we being the legal guardian/s of the applicant authorizes the Staff of P21L and its agent's permission to request treatment to ensure the well being of our dependent. I/we certify that he/she is in good health and able to participate in the lacrosse activities scheduled during this event. Upon signing this agreement I will immediately provide P21L a note explaining any physical limitations and/or required medical attention that is necessary for my dependent, including but not limited to any current medications and any allergic reaction.
6. I do hereby grant permission to Peak 21 Lacrosse, LLC ("P21L") a Touchline Video ("TLV"), its owner(s), officer(s), trustee(s), employee(s), agent(s), representative(s), successor(s), licensee(s) and assign(s) to film and photograph the image of the registered player herein, likeness or depiction. I hereby grant permission to P21L to edit, crop, or retouch such photographs, and waive my rights to inspect the final photographs. I hereby consent to and permit photographs of the registered player herein and or those of my minor children to be used by P21L and TLV worldwide for any purpose, including educational and advertisement purposes, and in any medium, including print, video, and electronic. I understand that P21L may use such video and photographs without associating any names thereto. I further waive any claim for compensation of any kind for P21L use or publication of photographs of me, the registered player or those of my minor children. I hereby fully and forever discharge and release P21L and TLV from any claim for damages of any kind (including, but not limited to, invasion of privacy; defamation; false light or misappropriation of name, likeness, or image arising out of the use or publication of video or photographs of me, the registered player herein or those of my minor children, and covenant and agree not to sue or otherwise initiate legal proceedings against P21L and TLV for such use or publication on my own behalf or behalf of the registered players herein or on behalf of my minor children. All grants of permission and consent, and all covenants, agreements and understandings contained herein are irrevocable. I give permissions to transfer the following data, in paper form as well as electronic form, to the Colleges and University's that are in attendance for recruiting purposes: My name, contact information, phone number, email as well as my child's/ward name, contact information, phone number, and email. I hereby fully and forever discharge and release P21L from any claim for damages of any kind arising out of the use of the data contact information of the family herein or those of my minor children, and covenant and agree not to sue or otherwise initiate legal proceedings against P21L for such use or data on my own behalf or behalf of the registered players herein or on behalf of my minor children.
7. I understand that Peak 21 Lacrosse, LLC ("P21L"), the Event Organizers and Promoters, Sponsors, Advertisers, Host Cities, Host Sites, Local Organizing Committees, Venues and Property Owners upon which the Event takes place, and other Public Entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers are not responsible for inclement weather which may affect the events. In the event of poor weather, games may be shortened or postponed. In the unlikely event of event cancelation due to adverse weather conditions or unplayable field conditions there will be no refunds or compensation under any circumstance.

The registered participant and family are responsible for all registration, player fees, travel, lodging and meals. Player Registration Fees are non-refundable.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. I further agree to indemnify and hold harmless P21L and others for any and all claims arising as a result of my engaging in or participating in lacrosse activities or any activates incidental thereto, wherever, whenever, or however the same may occur.

I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of the state and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect.

I am freely signing this agreement. I have read this form and fully understand that by signing this form, I am giving up legal right and/or remedies, which may be available to me for the ordinary negligence of P21L, or any parties listed above.

You must be over 18 years of age OR the parent/legal guardian of a minor under 18 years of age in order to agree to the text above and that you are in fact that person signing this agreement.

To complete this waiver, **check the box next to "I AGREE** and have read and understand the event waiver (required)" and type your signature and date it.

# Concussion Information Sheet

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all** concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly. In other words, even a "ding" or a bump on the head can be serious. You can't see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

## Symptoms may include one or more of the following:

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| <ul style="list-style-type: none"><li>•• Headaches</li><li>•• "Pressure in head"</li><li>•• Nausea or vomiting</li><li>•• Neck pain</li><li>• Balance, double, or fuzzy vision</li><li>• Sensitivity to light or noise</li><li>• Feeling sluggish or slowed down</li><li>• Feeling foggy or groggy</li><li>• Drowsiness</li><li>• Change in sleep patterns</li></ul> | <ul style="list-style-type: none"><li>•• Amnesia</li><li>•• "Don't feel right"</li><li>•• Fatigue or low energy</li><li>•• Sadness</li><li>• Nervousness or anxiety</li><li>• Irritability</li><li>• More emotional</li><li>• Confusion</li><li>• Concentration or memory problems (forgetting game plays)</li><li>• Repeating the same question/comment</li></ul> |
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## Signs observed by teammates, parents and coaches include:

- Appears dazed
- Vacant facial expression
- Confused about assignment
- Forgets plays Is unsure of game, score, or opponent
- Moves clumsily or displays in coordination
- Answers questions slowly
- Slurred speech
- Shows behavior or personality changes
- Can't recall events prior to hit
- Can't recall events after hit
- Seizures or convulsions
- Any change in typical behavior or personality
- Loses consciousness

## Concussion Information Sheet

### What can happen if my child keeps on playing with a concussion or returns too soon?

Athletes with the signs and symptoms of concussion should be removed from play immediately.

Continuing to play with the signs and symptoms of a concussion leaves the young athlete especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athletes will often fail to report symptoms of injuries. Concussions are no different. As a result, education of administrators, coaches, parents and students is the key to student-athlete's safety.

### If you think your child has suffered a concussion

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. The **Return to Play** Policy requires that you submit written clearance from either a physician licensed to practice medicine in all its branches or a certified athletic trainer working in conjunction with a physician licensed to practice medicine in all its branches prior to returning to play or practice following a concussion or after being removed from a contest due to a possible head injury or concussion and not cleared to return to that same contest. In accordance with state law, all families are required to follow this policy.

You should also inform your child's coach if you think that your child may have a concussion. Remember it's better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

For current and up-to-date information on concussions you can go to:  
<http://www.cdc.gov/headsup/basics/index.html>

Parent/Player Consent and Acknowledgements:

By agreeing to this form, we acknowledge we have been provided information regarding concussions.