

Hawks Lacrosse Academy

PARTICIPATION AGREEMENT, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK

BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

TO: Eastern Mass Hawks L.L.C. dba Hawks Lacrosse Academy and the Program and/or League of which I am a participant in ("Program" and/or "League") and their owners, officers, directors, agents, employees and/or representatives (collectively "Releasees"):

ASSUMPTION OF RISK: I am aware that sport-play involves certain inherent risks, dangers, and hazards, which can result in serious personal injury or death. I am also aware that sports complexes contain potential dangers to the sport-playing public. As such, I hereby freely agree to assume and accept any and all known and unknown risks of injury while participating in sports activities at the complex known as Hawks Lacrosse Academy located at 22 Reservoir Park Drive, Suite 4, Rockland, Massachusetts (the "Complex"). I further recognize and acknowledge that the risks inherent in sport-play can be greatly reduced by: taking lessons, abiding by Program and/or League and/or Complex rules/regulations and using common sense.

RELEASE AND WAIVER OF CLAIMS AGREEMENT: In consideration of allowing me to participate in the Program's and/or League's sport-play activities at the Complex, I hereby, to the fullest extent permitted by law:

1. **WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against each of the Releasees resulting from the League's activities at the Complex.
2. **RELEASE** each of the Releasees from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer, as a result of my participation in the activity described in this Agreement, due to any cause whatsoever, including negligence or breach of contract on the part of the Releasees in the operation, supervision, design or maintenance of the Complex.
3. **PUBLICITY RELEASE:** "I understand that Eastern Mass Hawks LLC retains the right to use for publicity and advertising purposes, photographs of participants taken during camps/clinics/club teams/training sessions/leagues."

ARBITRATION: In further consideration of allowing me to participate in the Program's and/or League's sport activities in the Complex, I hereby agree to submit to binding arbitration any and all claims which I believe I may have against the any of the Releasees arising from the Program's and/or League's activities at the Complex. The arbitration shall be pursuant to the rules of the America Arbitration Association. The arbitrators shall apply the Federal Rules of Evidence to all proceedings.

Arbitration shall be commenced within one (1) year from the date on which any alleged claim first arose. Further, the arbitration shall be held in the town where the Complex is located, unless otherwise mutually agreed to by all the parties. The submission to the American Arbitration Association shall be unlimited and the arbitration award may be enforced by any court of competent jurisdiction.

SEVERABILITY: I further agree that the foregoing is intended to be as broad and inclusive as is permitted by the Commonwealth of Massachusetts and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal effect.

BINDING EFFECT OF AGREEMENT: In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, and legal representatives, or assigns.

ENTIRE AGREEMENT: In entering into this Agreement, I am not relying upon any oral or written representation other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASEES.

Participant Name

Signature *(Parent/Guardian signature required if participant is under 18 years of age)*

Date

Date of Birth

Phone

Address

City/State/Zip