

Release and Waiver of Liability and Indemnity Agreement

(Read Carefully Before Signing)

In consideration for your (hereinafter, "Participant") participation in any events and activities hosted by **University Lacrosse LLC (hereinafter, ULAX LLC or ULAX)** and for being granted permission to enter, for any purpose, Restricted Areas with which we are affiliated ("Restricted Area" is hereinafter defined as any area where ULAX events and activities are held), the Participant, who is 18 years or older, or if the Participant is younger than 18 years of age, Participant's parent or legal guardian ("Minor's Guardian"), agrees:

1. To inspect the facilities and equipment provided by ULAX, and if Participant believes anything to be unsafe, the Participant will immediately advise the officials of such condition and refuse to participate, or will assume the full risk of accident or injury, irrespective of the severity, from Participant's participation. If the Participant is under the age of 18, Minor's Guardian agrees to inspect the facilities and equipment provided by ULAX and if Participant and/or Minor's Guardian believes anything is unsafe, then Participant and Minor's Guardian also agree to immediately advise the officials of such condition and refuse to allow minor to participate. Furthermore, Minor's Guardian agrees that a failure to either inspect the facilities and equipment or immediately advise an official of the potential danger will result in the Minor's Guardian assuming the entirety of the risk of accident and injury, irrespective of the severity, incurred by his or her minor Participant. Participant or Minor's Guardian understands and agrees that, if at any time, he or she believes anything to be UNSAFE, he or she will immediately take all precautions to avoid the unsafe area and/or REFUSE TO PARTICIPATE further.

2. That (a) There are risks and dangers associated with participation in **ULAX LLC** events and activities, which could result in bodily injury including, but not limited to, partial and/or total disability, paralysis and death; (b) The social and economic losses and/or damages, which could result from these risks and dangers, as described above, could be severe; (c) These risks and dangers may be caused by the action, inaction or negligence of the Participant, or the action, inaction or negligence of others, including, but not limited to, **ULAX LLC** and/or its affiliates, directors, managers, officers, employees, contractors and agents (collectively, the "Released Parties"); (d) There may be other risks not known or that are not reasonably foreseeable.

3. To accept and assume all risks and responsibilities listed in paragraphs 1 and 2, including losses and/or damages resulting from injury, disability, paralysis or death, however caused, and whether or not caused in whole or in part by the negligence of **ULAX LLC** and/or the Released Parties.

4. TO HEREBY, ON BEHALF OF MYSELF, MY MINOR PARTICIPANT, AND/OR MY RESPECTIVE AGENTS (INCLUDING BUT NOT LIMITED TO PERSONAL REPRESENTATIVES, ASSIGNS, EXECUTORS, HEIRS AND NEXT OF KIN), **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE AND/OR ASSERT ANY CLAIMS AGAINST ULAX** and/or THE RELEASED PARTIES. I/WE FULLY UNDERSTAND THAT THIS INCLUDES ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY INJURY INCLUDING, BUT NOT LIMITED TO, THE DEATH OF THE PARTICIPANT OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO THE EVENT(S) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE PARTICIPANT, ULAX LLC AND/OR THE RELEASED PARTIES.

5. To acknowledge that THE EVENT(S) AND ACTIVITIES ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. I/WE expressly acknowledge and waive, to the full extent permitted by law, any liability from INJURIES RECEIVED that are COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES taken by ULAX LLC AND/OR THE RELEASED PARTIES.

6. That this release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event and activities are conducted and that if any portion is held invalid, it is agreed that the balance shall continue in full legal force and effect.

7. If, despite this release, a Participant that is under the age of 18 makes a claim against ULAX LLC and/or the Released Parties, the Minor's Guardian agrees to reimburse ULAX LLC and/or the Released Parties for any money that ULAX LLC and/or the Released Parties have paid to defend the claims made by and/or amounts paid to the Participant and hold ULAX LLC and the Released Parties harmless. This includes, but is not limited to, attorney's fees and costs incurred by ULAX LLC and/or the Released Parties.

8. This Agreement shall be governed by the laws of the State of Colorado, without respect to its conflict of laws principles. Any claim or dispute between Participant, Minor's Guardian (if applicable) and ULAX that arises in whole or in part from the ULAX events and activities shall be decided exclusively by a court of competent jurisdiction located in Denver County, Colorado.

I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

League **University Lacrosse d/b/a ULAX LLC**

FOR USE IF NOT SUBMITTED ELECTRONICALLY:

Participant Signature

Printed Name of Participant

Address of
Participant

OR

Signature of Minor and Minor's Guardian

Printed Name of Minor and Minor's Guardian

Address Minor's Guardian

On Behalf of Minor Participant

Address of Minor Participant

Received by
