British Columbia Lacrosse Association

Insurance Waiver – OVER the Age of Majority

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY SIGNING THIS, YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY.

TO: The British Columbia Lacrosse Association (the "Association") and its directors, officers, agents, representatives, employees, volunteers, members, participants, spectators, Directorates, Technical Support Groups, Associations, Commissions, Leagues, Clubs, independent contractors, subcontractors, sponsors, successors and assigns (collectively the "RELEASEES")

DEFINITIONS. In this Agreement, the term "lacrosse programs" shall include all activities, programs, events, courses, meetings, and services provided, sponsored or organized by the Association and/or its members, including but not limited to: games, tournaments, practices, camps, championships, conditioning programs and/or training, use of strength training and fitness conditioning, equipment, machines and facilities, orientational or instructional sessions or lessons.

ASSUMPTION OF RISKS. I am aware that my participation in lacrosse programs involves many risks, dangers and hazards, which could result in damage, loss, serious physical injury or death to me. Some of these risks, dangers and hazards include, but are not limited to:

- Health: overexertion, dehydration, fatigue, lack of fitness or conditioning, traumatic injury, bacterial infections, rashes, and the transmission of communicable diseases, including viruses of all kinds, contagion, bacteria, parasites or other organisms or any mutation thereof.
- Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions on grass, turf or other surfaces, extreme weather conditions; travel to and from premises
- Use of Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment,; the provision of or the failure by the Releasees to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my own or others' ability
- Contact: I acknowledge that contact with lacrosse sticks, lacrosse balls, other equipment, or other persons, whether intentional or unintentional, is a common part of lacrosse programs, and may lead to serious bodily injury, including but not limited to concussions and/or other brain injury, or serious spinal injury.
- Advice: negligent advice regarding lacrosse programs and/or services
- My conduct and conduct of other persons including any physical altercation between lacrosse participants: I acknowledge that such conduct, including my negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF THE RELEASEES, may increase the risk of damage, loss, personal injury or death. I understand that the Releasees may fail to safeguard or protect me from the risks, dangers and hazards of lacrosse programs, some of which are referred to above.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT
In consideration of the Releasees allowing me to participate in lacrosse programs, use its equipment and facilities and providing its lacrosse services and consultation, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS **that I have or may in the future have against THE RELEASEES AND** TO RELEASE THE RELEASEES **from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next-of-kin may suffer as a result of my participation in lacrosse programs DUE TO ANY CAUSE WHATSOEVER,** including but not limited to:

- **negligence on the part of the Releasees;**
- **breach of contract by the Releasees;**
- **breach of warranty on the part of the Releasees in respect of the design, manufacture, selection, installation, maintenance or adjustment of any equipment;**
- **breach of any statutory or other duty of care including any duty of care owed under the *Occupiers Liability Act,* R.S.B.C. 1996, c. 303, on the part of the Releasees; and**
- **The failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of lacrosse programs,** some of which are referred to **in the Assumption of Risks section of this Agreement.**

TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage, loss, expense or injury to any third party resulting from my participation in lacrosse programs. Despite the risks, dangers and hazards of lacrosse programs, and fully understanding such risks, dangers and hazards, I wish to participate in lacrosse programs with the Association, and I FREELY ACCEPT AND FULLY ASSUME all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.
This Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

SAFETY. In entering into this Agreement I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of lacrosse programs other than what is set forth in this Agreement.
INSURANCE: I am aware that the Association carries insurance and that should I become injured or cause personal injury or property damage to any third party while participating in lacrosse programs, I may or may not be entitled to insurance coverage depending on the terms and conditions of the Association's insurance policy.

JURISDICTION: This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia, and I agree to attorn solely to the jurisdiction of the Courts of the Province of British Columbia. Any litigation involving the parties to this Agreement shall be brought solely with the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

By signing below, you agree that you are the player being registered, you have read this Agreement and agree to be bound by this Agreement.

Dated this _____ day of _____, 20___.

PLAYER'S TEAM/CLUB NAME: _____

PRINT NAME **SIGNATURE**