

Earth Lacrosse Programs

Participant Agreement

I, the undersigned participant (or participant's parent or legal guardian), request permission for myself/minor to participate in camp activities, permaculture, farming, building, sports, hiking and related activities ("Activity") with **Earth Lacrosse, Thomas Muldoon, Ira Huff**, and **Earth Lacrosse's** agents, owners, officers, volunteers, participants, trainers, trainees, employees, facility owner/operator and all other persons or entities acting in any capacity on their behalf (collectively ("**Earth Lacrosse Programs**")).

US Lacrosse Membership. Every player, camper, participant, coach, or official involved in an Earth Lacrosse Program must be a current member of US Lacrosse, with a valid US Lacrosse number effective through the end date of the camp, league, team, or program in which you are participating. Any player without a valid US Lacrosse Membership is not eligible for participation in any Earth Lacrosse Program.

Assumption of Risks. I acknowledge that my/minor's participation in Activity entails known and unanticipated risks that cannot be eliminated regardless of the care taken to avoid injuries and without jeopardizing the essential qualities of Activity. I acknowledge that such risks could result in physical or emotional injury, paralysis, death, or damage to myself/minor, to property, or to third parties. I acknowledge and fully understand that such injuries, and severe social and economic losses might result not only from my/minor's own actions, inactions or negligence, but from the action, inaction or negligence of others or the condition of the premises or of any equipment used. The Activity includes exposure to dangers inherent to working on land, to human made structures and obstacles, and to the use of tools and equipment that may result in serious physical injury or even death. There may be other risks not known or not reasonably foreseeable at this time.

I understand that in the event that I/minor is injured, and may require medical assistance, it will be at my/minor's own expense.

I understand that if I/minor has any risk concerns, I/minor shall discuss them completely with **Earth Lacrosse** before signing this Agreement and before my/minor's participation in Activity begins.

I certify that I am/minor is in good health and has no medical condition preventing my/minor's safe participation in Activity. I am willing to assume the risk of any unknown medical or physical condition I/minor may have.

I have read this Agreement and I know, understand, and appreciate these and other risks that are inherent in Activity. By signing this Agreement below, I assume all of the inherent and foregoing risks and accept personal responsibility for any damages caused by such injury, permanent disability or death.

Waiver and Release of Liability: In consideration of being permitted to participate in Activity, I, hereby agree to waive all present or future claims or causes of action against **Earth Lacrosse** arising out of my/minor's participation in Activity, or my use of **Earth Lacrosse's** equipment or facilities, including any claims for injuries, damages, or losses, caused, or alleged to be caused, in whole or in part by the negligence of **Earth Lacrosse** or otherwise, and hereby release **Earth Lacrosse** from all liability in connection therewith.

Indemnification and Hold Harmless. I agree to INDEMNIFY AND HOLD **Earth Lacrosse** HARMLESS from any loss, liability, damage or costs, including court costs and attorney's fees, that **Earth Lacrosse** may incur due to my/minor's participation in Activity, whether caused by the negligence of myself/minor, **Earth Lacrosse**, or otherwise. For example, I specifically agree to indemnify and hold harmless **Earth Lacrosse**

from losses that may occur as a result of myself or minor hurting another person or damaging another person's property while participating in Activity.

Medical Release. I hereby authorize and give my consent to Galen Alpine, and any other **Earth Lacrosse** employees or volunteers, to provide emergency medical care and to give authority to any emergency unit, hospital or doctor to render immediate aid in the event such care is required.

Insurance Coverage. I certify that I have adequate insurance to cover any injury or damage I/minor may cause or suffer while participating in Activity, or else I agree to bear the costs of such injury or damage myself. I agree to use my/minor's personal medical insurance as the primary medical coverage if accident, injury, or illness occurs.

Choice of Venue. In the event that I file a lawsuit against **Earth Lacrosse**, I agree to do so solely in the state of Colorado, County of El Paso..

Severability. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

Promotional Rights. I grant **Earth Lacrosse** the absolute right and permission to copyright, publish, and use photographic portraits, pictures, or videos (hereinafter "media material") of myself/minor, without compensation, for promotion of **Earth Lacrosse**. I further waive any right that I/minor may have to inspect or approve the finished media material as long as the matter is within reason and is not deemed to be socially inappropriate.

Acknowledgment. I have had sufficient opportunity to read this entire Agreement. I have read and understood it, and I agree to be bound by its terms. The waiver and release is freely and voluntarily given with the understanding that the right to legal recourse against **Earth Lacrosse** is knowingly given up in return for allowing my/minor's participation in the Activity.

My signature is intended to bind not only myself/minor but also members of my family and my spouse (if any), if I am alive, and my heirs, assigns, administrators, and personal representatives, if I am not alive.

THE UNDERSIGNED HAVING READ THE ABOVE AGREEMENT, UNDERSTANDS THAT S/HE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGNS IT VOLUNTARILY.

Participant's Name (First & Last)

EMERGENCY CONTACT

Emergency Contact Name (print)
Emergency Contact Phone number

Email _____

Phone _____

Mailing Address

Parent/Guardian's signature (if minor)
