

EQUIPMENT USAGE AGREEMENT AND WAIVER OF LIABILITY

This Agreement made _____, 20____ by and between Pickerington Lacrosse (Program), Pickerington High School Lacrosse Boosters, Pickerington Youth Athletic Association, _____ (Participant), and _____ (Parent or legal guardian of participant), parties hereto.

Whereas the participant has requested the use of Program owned equipment for the purposes of "off-season" lacrosse (activity), the parties hereby agree to the following terms and conditions set forth herein;

1. The Program shall permit use of the following equipment by Participant during the off-season:
 Helmet Shoulder pads/chest protector Goalie equipment
2. The Participant shall submit a payment of \$50. If the equipment returned in good condition \$25 of the deposit will be credited toward the Participant's spring registration fees.
3. The Participant agrees not to misuse, abuse, or damage the equipment. The Participant & Parent agree to perform necessary maintenance, and keep the equipment clean and in good repair.
4. The Participant & Parent acknowledge and agree that if the equipment is found to have been damaged or not kept in good repair, the Program reserves the right to revoke the use of equipment and the usage fee will not be refunded.
5. The Participant & Parent acknowledge and agree that if the equipment is lost, stolen, or damaged, the Participant/Parent shall be responsible for the repair or replacement cost. Failure to submit payment for repair/replacement shall result in the Participant being ineligible for "in-season" lacrosse (spring club team).
6. The Participant & Parent acknowledge, agree, and represent that they understand the nature of lacrosse and the Participant is qualified, in good health, and in proper physical condition to participate in the Activity. The Participant & Parent further agree and warrant that if at any time they believe conditions to be unsafe, the Participant shall immediately discontinue further participation in the Activity.
7. The Parents hereby acknowledge that lacrosse is a contact sport that involves risks and dangers of serious bodily injury, including permanent disability, paralysis, and death. These risks may be caused by the Participant's own actions or inactions, the actions or inactions of other participants, the condition in which the Activity takes place, or the NEGLIGENCE OF THE "RELEASES" NAMED BELOW; there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either known or not readily foreseeable at this time; and FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES incurred as a result of participation in the Activity.
8. The Parents hereby release, discharge, and covenant not to sue Pickerington Lacrosse, Pickerington High School Lacrosse Boosters, Pickerington Youth Athletic Association, Pickerington Local School District, representatives (board members, coaches, volunteers, or parent representatives of any kind) of said organizations, other participants/players, sponsors, advertisers, or owners/lessors of premises on which the Activity takes place (each one the "releases" herein) from ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR "RELEASES" OR OTHERWISE. And further agree that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, the Participant/Parent makes a claim against any of the releases, the releases will be indemnified, and held harmless from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.
9. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Parent (or Legal Guardian)

Date

Participant

Date