

406 Lacrosse LLC Release of Liability

Entity: 406 Lacrosse LLC

Participant's Name: _____

In this document, "I", "Me", and "Myself", refer to all persons who sign below, including minors under the age of 18 years old for whom a parent or legal guardian (each referred to herein as "parent") must sign.

In consideration of my participation in 406 Lacrosse LLC practices, training, teams, seasonal-events (each referred to herein as "playing opportunities"), I hereby forever release and covenant not-to-sue 406 Lacrosse LLC, the 406 Lacrosse LLC Board of Trustees, and any of their employees, instructors, volunteers, agents, coaches, and all others who are involved, from any and all present and future claims resulting from ordinary negligence on the part of 406 Lacrosse LLC or others listed for property damage, personal injury, or wrongful death, arising as a result of my engaging in or receiving instruction in club sports activities or any activities incidental thereto, wherever, whenever, or however the same may occur.

I hereby voluntarily waive any and all claims both present and future, resulting from ordinary negligence, that may be made by me, my family, estate, heirs, or assigns, and I relinquish on behalf of myself, spouse, heirs, estate and assigns the right to recover for injury or death. I am aware that participating in "playing opportunities" with 406 Lacrosse LLC are vigorous team activities that can involve severe cardiovascular stress and violent physical contact. I understand that participation in "playing opportunities" with 406 Lacrosse LLC can **involve certain risks, including, but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, and serious injury to virtually all bones, joints, muscles, and internal organs, and that equipment provided for my protection may be inadequate to prevent serious injury.** In addition, I understand that participation in "playing opportunities" involves activities incidental thereto, including, but not limited to, travel to and from the site of the activity, participation at sites that may be remote from available medical assistance, and the possible reckless conduct of other participants. I am voluntarily participating in this activity with knowledge of the danger involved and hereby agree to accept any and all risks of property damage, personal injury, or death.

I further agree to indemnify and hold harmless 406 Lacrosse LLC and others listed for any and all claims arising as a result of my participation in playing opportunities or any activities incidental thereto, wherever, whenever, or however the same may occur. I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of the State of Montana, and I agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect.

Any dispute, controversy or claim arising out of or relating in any way to participation in 406 Lacrosse LLC "Playing Opportunities" including without limitation any dispute concerning

the construction, validity, interpretation, enforceability or breach of this liability agreement, shall be exclusively resolved by binding arbitration upon a Party's submission of the dispute to arbitration. In the event of a dispute, controversy or claim arising out of or relating in any way to participation in 406 Lacrosse LLC "Playing Opportunities", the complaining Party shall notify the other Party in writing thereof. Within thirty 30 days of such notice, management level representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty 30 days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach.

ARBITRATION CLAUSE

This agreement to arbitrate shall be specifically enforceable. A Party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration.

The arbitration shall be conducted by Three arbitrators. If the Parties are not able to agree upon the selection of an arbitrator, within twenty days of commencement of an arbitration proceeding by service of a demand for arbitration, the arbitrator shall be selected by the American Arbitration Association shall select the arbitrator in accordance with the terms of this agreement. For three arbitrators, each party shall select an arbitrator within ten days of commencement of the arbitration who shall serve as a neutral arbitrator and the two designated arbitrators shall select a third neutral arbitrator within twenty days if their selection of the parties cannot agree on a third arbitrator. If the two arbitrators cannot agree on selection of a third arbitrator within twenty days of their appointment, the American Arbitration Association shall select such arbitrator in accordance with the terms of this agreement.

The arbitrators shall have ten years of experience in the State of Montana and also shall have served as an arbitrator at least three times prior to their service as an arbitrator in this arbitration.

The arbitration shall be conducted in accordance with the then existing Commercial Rules of the American Arbitration Association.

The arbitration shall be conducted in Kalispell, Montana.

The laws of the State of Montana shall be applied in any arbitration proceedings, without regard to principles of conflict of laws.

It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred and twenty days from the date the arbitrators

are appointed. The arbitrators may extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties.

The Parties shall exchange a copy of all exhibits for the arbitration hearing and shall identify each witness who will testify at the arbitration, with a summary of the anticipated testimony of such witness ten days before the arbitration hearing.

Each party shall pay its own proportionate share of arbitrator fees and expenses plus the fees and expenses of the arbitrator it designated and the arbitration fees and expenses of [the American Arbitration Association. The arbitrators shall be entitled to award the foregoing arbitration and administrative fees and expenses as damages in his/her discretion.

By signing this document you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.

I have read this form (and all 4 of its total pages) and fully understand that, by signing this form, I am giving up legal rights and/or remedies which may be available to me for the ordinary negligence of 406 Lacrosse LLC or any of the parties listed above. I affirm that I am of legal age and am freely signing this agreement.

Signature of Participant: _____

Date Signed _____

Signature of Parent/Guardian if Participant is a minor: _____

Date Signed: _____

Media Release Section

I am the Parent/Guardian of the above-named athlete who is under eighteen years of age and am fully competent to sign this release. I hereby grant 406 Lacrosse LLC the absolute and irrevocable right and permission, with respect to photographs and videos taken and/or comments made by the above named athlete or in which the athlete may be included with others, to copyright for same; to use, reuse and publish the same in whole or in part in any and all media including use on the world wide web, now or hereafter, and for any purpose whatever for illustration, promotion, art, advertising and

trade, and if appropriate, to use student's name and pertinent education and/or biographical facts as 406 Lacrosse LLC chooses.

I hereby release and discharge 406 Lacrosse LLC from any and all claims and demands arising out of or in connection with the use of photographs, videos and/or comments, including without limitation any and all claims for libel or invasion of privacy.

I have read the foregoing and fully understand its contents. This release shall be binding on me and my heirs, legal representatives and assigns.

Permission

____ Has Permission

____ Does **Not** Have Permission

Signature

Date
