

Player Name: _____

Address: _____ Email: _____

**2012 RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY AGREEMENT (“AGREEMENT”)**

IN CONSIDERATION of being given the opportunity to participate in any way in any any related activities (“Activity”) organized, conducted, supervised or managed by MultiPlex until the end of the 2012 calendar year, I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. **ACKNOWLEDGE**, agree, and represent that I understand the nature of Lacrosse Activities, and that I am qualified, in good health, and in proper physical condition to participate in such Activity;
2. **ACKNOWLEDGE** that but for the time, diligence, dedicated efforts and expense put forth by MultiPlex and its staff, I would not have an opportunity to participate in Lacrosse Activity at MultiPlex, one of Greater Cleveland’s premier indoor facilities;
3. **FULLY UNDERSTAND** that: (a) **LACROSSE ACTIVITIES INVOLVE RISKS AND DANGERS** of serious bodily injury; including permanent disability, paralysis, and death (“Risks”); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the Releasees named on the back; (c) there may be other risks and social economic losses either not known to me or not readily foreseeable at this time; and **I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I incur as a result of my participation in the Activity;
4. **AGREE AND WARRANT** that I will examine and inspect each Activity in which I take part and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity and will refuse to take part in the Activity until the condition has been corrected to my satisfaction;
5. **HEREBY RELEASE**, discharge, and covenant not to sue MultiPlex, and their affiliates, respective members, managers, directors, agents, officers, volunteers, and employees, other participants, league organizers, any sponsors, advertisers, and owners and lessors of premises on which the Activity takes place, (each considered one of the “Releasees” herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or part by the negligence of the Releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, **I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS** each of the Releasees from any litigation expenses, attorneys fees, loss, liability, damage, or cost which any may incur: (i) as the result of such claim, and (ii) as a result of any claim asserted against any of the Releasees arising out of any conduct of mine alleged to have been negligent, improper, or unlawful.

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 any 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.

PARENTAL CONSENT

AND I, the minor’s parent and/or guardian, have read and agree to the foregoing provisions. I understand the nature of Lacrosse activities and the Minor’s experience and capabilities and believe the minor to be qualified to participate in such Activity. I hereby release, discharge, covenant not to sue, and **AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** each of the Releasees from all liability, claims, demands, losses, or damages on the minor’s account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor’s behalf makes a claim against any of the above Releasees, **I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS** each of the Releasees from any litigations expenses, attorney fees, loss liability, damage, or cost any may occur: (i) as the result of any such claim; and (ii) as a result of the minor’s alleged negligent, improper or unlawful conduct.

PHOTO/ VIDEO RELEASE

AND I, or the minor’s parent and/or guardian, have read and agree to the forgoing provisions. With the permission from our photographer and videographer, MetroPlex reserves the right to use negatives, reproductions and video tape from events held in conjunction with the facility for display, publication or other purposes without the need to compensate me or my minor. Negatives and videotape remain the exclusive property of our photographer and videographer.

Signature of Player if Minor Parent/Guardian: _____