# TEAM PALMETTO
## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OR RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")

In consideration of participating on the Team Palmetto lacrosse team from April, 2011 through December, 2011 ("Activity"), I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe that any event conditions are unsafe, I will immediately discontinue participating in the Activity.

I fully understand that this Activity involve risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "Releasees" named below; and that there may be other risks 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.

I fully understand that this select lacrosse team is put on entirely by Team Palmetto, as a subsidiary entity of the South Carolina Chapter of US Lacrosse, which is solely responsible for its content and operation.

I hereby release, discharge, and covenant not to sue Team Palmetto, the South Carolina Chapter of US Lacrosse, Heathwood Hall Episcopal School or any other entity whose equipment, facilities or services may be used in conjunction with the Activity, any administrators, directors, agents, officers, volunteers, and employees, or other participants of any of the forenamed organizations, any sponsors, advertisers, Activity instructors or clinicians, including but not limited to Team Palmetto coaches or assistants, and, if applicable, 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 in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk 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 loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, and understand that I have given up substantial rights by signing it and have signed it freely and without any inducement and assurance of any nature and intend it 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 valid the balance, notwithstanding, shall continue in full force and effect.

_____ Date of Birth _____

Printed Name of Participant

_____ Date_____

Signature of Participant

**PARENTAL CONSENT**

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced 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 have been 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 Releases, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage or cost any Release may incur as the result of any such claim.

_____ Date of Birth_____

Printed name of Parent/Guardian

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Signature of Parent/Guardian