

RELEASE OF LIABILITY AND CONSENT TO MEDICAL CARE AGREEMENT

THIS RELEASE OF LIABILITY AND CONSENT TO MEDICAL CARE AGREEMENT INCLUDES A WAIVER AND RELEASE OF LIABILITY AND A CONSENT TO MEDICAL CARE AND, BY SIGNING THIS DOCUMENT, I AM AGREEING FOR MYSELF AND FOR THE MINOR CHILD IDENTIFIED ABOVE TO RELEASE OTHERS FROM LIABILITY.

Colorado Youth Sports, sponsors the 3rd Annual STX Rocky Mountain Lacrosse Cup Tournament, a sports lacrosse program for young people. During the Program, the Minor Participant (identified below) will have the opportunity to participate in certain lacrosse activities.

Participation in the Tournament and the Activities is a privilege, and this Agreement, signed by the parent(s) and/or legal guardian(s) having authority to sign this document, is a condition to participation by the Minor Participant. By signing below, the undersigned parent(s)/guardian(s) of the Minor Participant authorize(s) the Minor Participant to participate in the Program and the Activities and consent(s) to the terms and conditions of this Agreement, and agree(s) with all of the provisions set forth in this Agreement.

- 1. Activities; Assumption of Risk:** Each of the undersigned understands and agrees that the Minor Participant's participation in the Program and the Activities, and the transportation to and from the Activities, is entered into voluntarily by the Minor Participant. Participation in the Activities may require the Minor Participant to assist and depend on the assistance of other participants within an assigned group. Each of the undersigned persons recognizes that the Minor participant's participation in the Program, the Activities, and related transportation involves risk of an accident and serious injury or even possibly death to the Minor Participant. Although not desiring to discourage participation, Colorado Youth Sports intends to make each of the undersigned aware, that participation in the Program exposes the Minor Participant to certain risks, including, by way of example, the risk of personal injury (including the risk of death). Each undersigned person expressly assumes, for such undersigned person and the Minor Participant, all risks of participating in the Program and the Activities, whether those risks are now known or unknown to the undersigned or the Minor Participant.
- 2. Release and Indemnification of Claims of Minor Participant and Undersigned Person(s):** In consideration for the privilege granted to the Minor Participant to participate in the Program and Activities, each undersigned person, for such undersigned person, and for and on behalf of the Minor Participant, and for such undersigned person's and the Minor participant's heirs, family and estate, executors, administrators, assigns, and personal representatives, hereby releases and agrees to indemnify and hold harmless the Organization, and the Organization's and its related organizations affiliates, directors, officers, employees, volunteers, contractors, agents, representatives and successors and assigns of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities made against or incurred by the Released Parties or any of them with respect to any and all property damage, personal injury whether physical or mental in nature, and/or death, whether caused by negligence or otherwise, arising from the participant's participation in the Program and Activities, including claims of the Minor Participant and claims of the Undersigned Person(s). This Release and Indemnification is intended to have only the scope and effect permitted by applicable law.
- 3. Permission of Use for Promotional Purposes:** In consideration for the privilege granted to the Minor Participant to participate in the Program and Activities, each undersigned person consents and gives permission to the Organization to use the name, likeness, voice, and biographical information of the Minor Participant for any purpose whatsoever, without compensation, including without limitation to publicize and/or promote the Program and Activities in photographs, printed literature, video recordings, sound recordings, websites, and any other medium that now exists or may exist in the future.
- 4. Miscellaneous:** In the event that any provision of this document is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated. By signing below the undersigned person agrees that this document is intended to be as broad and inclusive as permitted under applicable law.
- 5. Secondary Insurance:** US Lacrosse provides supplemental medical insurance for each Participant at no additional cost. Therefore the participant must produce a valid US Lacrosse number.

CONSENT TO MEDICAL CARE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

- Consent to Medical Care:** In the event that the minor child named below is injured or becomes ill, and I/we cannot be reached to give consent, I/we, the parents/guardians of the Minor, authorize Colorado Youth Sports and its employees, volunteers, agents and representatives, to obtain or consent to, on behalf of the Minor, medical care (including, by way of example, first-responders medical treatment; X-Ray examinations; anesthetic, dental, medical or diagnosis and treatment; and hospital care) deemed necessary or advisable by the Organization. In addition, any medical provider is authorized to surrender physical custody of the Minor to the Organization. I/we agree to fully pay all costs of medical or dental care incurred on behalf of the Minor by the Organization.
- Consent to Disclosure of Protected Health Information.** I/we authorize any medical provider that provides treatment to the Minor to provide protected health information to the Organization concerning the Minor's condition and treatment for the purposes of facilitating their consent to treatment as authorized herein, release of the Minor from medical care and follow-up care and treatment as necessary, and to provide information that the Organization can communicate to the parent/legal guardian. This Consent is intended to authorize the disclosure of protected health information concerning the Minor under the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. Part 164, subpart A, for the purposes stated herein. By signing this Consent, I release the Organization and its directors, faculty, staff, nurses, agents, employees and volunteers, and successors and assigns, of and from any and all claims, suits, losses, damages, causes of action or other liabilities related to obtaining or consenting to medical care for the Minor and obtaining protected health information pursuant to this Consent. This Medical Consent is effective until September 31, 2013, unless sooner revoked in writing by the undersigned and delivered to the Organization. Each undersigned parent/legal guardian agrees that: this Consent is entered into voluntarily; this Consent can be revoked in writing at any time, except to the extent that action has already been taken to comply with it; revocation is not effective unless a copy is provided by the undersigned to the medical provider; the Consent may be used and reused to obtain records for as long as this Consent remains valid; no payment, treatment, or eligibility for medical or insurance benefits were conditioned on signing this Consent; and a copy or facsimile of this Consent can be used with the same effectiveness as the original.

By signing in the space provided below, I, the Undersigned Person, acknowledge that I have carefully read this Agreement in its entirety including the Release of Liability and Indemnification and the Consent to Medical Care, understand it, and sign it voluntarily, on my behalf and on behalf of the Minor Participant. I authorize the Minor Participant to participate in the Program and Activities, such participation to be subject to each provision of this document including the Release of Liability and Indemnification of paragraph 2.

I attest that I am a parent or legal guardian of the Minor Participant identified above, with all necessary authority under law to sign and enter into this Agreement for myself and for the Minor Participant listed below. The Minor Participant is under the age of eighteen (18) or otherwise a minor in his or her state of residence. I am over eighteen (18) years of age and am not a minor in my state of residence.

I agree and represent to the Organization that each other parent or legal guardian of the Minor Participant listed above agrees and consents to such Minor participant's participation in the Program and Activities, and also consents to all provisions of this Agreement.

I further agree that the electronic signature provided by me has the same legal effect as a signature by me on a paper document. Please provide electronic signature according to the instructions below.

Minor Participant (please print full name) _____

US Lax # _____ DOB ___/___/_____ Contact Phone _____

Email _____

Parent or Legal Guardian (Please Print) _____ Relationship _____

Signature _____ Date Signed _____