



Biddeford Youth Lacrosse

K - 2nd Grade Stick Deposit Form (2015)

Date: _____

Player Name: _____ Sex: _____ Age: _____

Parent/Guardian Name: _____ Cell Phone: _____

Home Phone: _____ Wk Phone: _____

Security Deposit: A Security Deposit is required on all borrowed sticks to insure the equipment is returned in serviceable condition. The Security Deposit must be **paid prior to equipment pickup**. The Deposit may be paid in cash or by check; a Security Deposit check will not be processed unless there is loss or damage to the borrowed item(s). Equipment must be returned before June 30. Deposit will be returned as soon as possible after returning equipment. No interest will be paid on Security Deposits. If equipment is not returned in good working order (except for normal wear and tear), capable of being loaned out next year, the equipment will be repaired or replaced, at the sole discretion of Biddeford Youth Lacrosse, and additional monies may be required from the renter to make Biddeford Youth Lacrosse whole.

Lending Terms: Sticks are lent on a "first-come, first-served" basis, based on sizing. Completing this form does not guarantee that an appropriate stick will be available; it only establishes your priority for selecting a stick. If properly sized stick should be unavailable, Biddeford Youth Lacrosse has no obligation except to return any deposit you may have paid. Sticks are loaned in an "as-is" condition.

\$25.00 Deposit required to borrow (each) stick.

Stick style: Girls Boys (circle one)

Stick Description/model: _____

The Agreement on the other side of this form must be signed prior to receiving equipment.

dep ck #: _____ dep \$ _____

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

By signing this document you will waive certain legal rights, including the right to sue.
Please read carefully

*** THIS AGREEMENT MUST BE SIGNED AND DATED PRIOR TO RENTING ***

I have received the equipment listed on this agreement. I agree on behalf of the minor user of this equipment ("MINOR USER") I am representing to accept for use **AS IS** all equipment being provided, and I agree to accept full financial responsibility for the care of the equipment while it is in the user's possession. I will be responsible for the replacement at full value of any equipment provided under this form, but not returned by June 30. If I do not return the equipment on time and in good condition, I hereby authorize Biddeford Youth Lacrosse to use my Security Deposit to clean, repair, or replace the equipment and charge me any additional costs of said repairs or replacement.

I understand and agree that lacrosse can be a HAZARDOUS activity and that INJURIES from various causes are an INHERENT RISK of participating in lacrosse. I voluntarily agree to expressly assume all risks of injury or death that may result from, or relate in any way, to the use of this equipment.

To the fullest extent allowed by law, I agree to **RELEASE FROM LIABILITY**, and to **DEFEND, INDEMNIFY AND HOLD HARMLESS** Biddeford Youth Lacrosse, US Lacrosse, all other manufacturers and distributors of the equipment provided to me under this agreement, any involved playing or practice area, and their owners, agents, officers, directors, employers and employees (RELEASEES) for any injuries, damages, or death related to the use of this equipment. **I FURTHER AGREE NOT TO MAKE A CLAIM OR SUE FOR INJURIES OR DAMAGES RELATING TO THE USE OF THIS EQUIPMENT**, whether such claim is based on NEGLIGENCE, breach of warranty, product defect or any other theory. Additionally, I agree to defend and indemnify RELEASEES for any loss or damage, including any that results from claims or lawsuits for personal injury, death, and property loss and damage related in any way to the use of the equipment. These waivers and obligations extend to my heirs and assigns and to any other relative or party associated with the MINOR USER.

THIS DOCUMENT IS A LEGALLY BINDING CONTRACT which supersedes any other agreements or representations by or between the parties. It shall be interpreted to provide as broad and inclusive a release of liability as is legally possible, but is not intended to assert any claims or defenses which are prohibited by law. If any part of this agreement is deemed void or unenforceable, the remainder shall be given full force and effect. This agreement is governed by the applicable law of the State of Maine.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND ASSIGNS OR THE MINOR USER'S HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

I REPRESENT THAT I AM THE PARENT, GUARDIAN OR AGENT OF THE MINOR USER, AND I HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT ON MY OWN BEHALF AND THAT OF THE MINOR USER, BEING BOTH THEREAFTER BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Name of Minor User: _____

Parent/Authorized Designee: _____

Date: _____