

CONSENT AND RELEASE FORM

In consideration for the opportunity to participate in the **2015-16 East Stroudsburg University Lacrosse Clinic** the undersigned and his/her parent or guardian, if applicable ("Participant") hereby acknowledges that the Event, and related activities and performances, may be televised live and/or videotaped for broadcast, home video entertainment and/or any other use or distribution (collectively "Dissemination") and hereby consents that East Stroudsburg University ("ESU"), for purposes of ESU's athletics/sports programs and related events and activities, and any television network, production company or any other parties with which ESU has agreements for such purposes, and/or their licensees, shall have the right, without any compensation to participant, to use Participant's name, photograph, image, likeness, biography and accomplishments and displays of wrestling ability in any Dissemination of the Event and for the purpose of advertising, promoting and publicizing the events and activities of ESU and the program and/or any program series of which any Dissemination of the Event is a part (provided that none of the above shall be used in such fashion so as to constitute an endorsement of any commercial product). Participant agrees, for and on behalf of Participant and Participant's heirs, personal representatives, administrators, agents, successors and assigns, to release, indemnify and hold harmless ESU, the Pennsylvania State System of Higher Education, the Commonwealth of Pennsylvania and its officers, directors, agents, employees and licensees from any claim of any nature based upon or arising out of any Dissemination or other permitted uses contemplated by this Consent and Release.

Signature of Participant Date

Signature of Parent or Guardian Date

ASSUMPTION OF RISK AND RELEASE OF LIABILITY WAIVER

IN CONSIDERATION FOR the opportunity to participate in the EVENT described below, PARTICIPANT acknowledges, agrees and affirms the following:

1. The following words used in this document will have the meaning indicated:

A. "EVENT" shall mean the **2015-16 EAST STROUDSBURG UNIVERSITY Lacrosse Clinic.**

B. "ESU" shall mean East Stroudsburg University, the Pennsylvania State System of Higher Education, the Commonwealth of Pennsylvania, and its directors, officers, members, employees, officials, committees, clubs, affiliates, agents and their successors and assignees.

C. "PARTICIPANT" shall mean the undersigned individual who competes or is involved in the EVENT and his/her parents, legal guardians, heirs, personal representatives and their successors and assignees.

D. "PERSONAL INJURY" shall mean and include any bodily injury; permanent, temporary, total or partial disability; paralysis; dismemberment; or death.

E. "PROPERTY DAMAGE" shall mean and include damage or destruction to PARTICIPANT'S gear, equipment and all other personal property or belongings.

F. "MEDICAL TREATMENT" shall mean and include all emergency medical treatment, medical procedures, hospitalization or other care rendered to PARTICIPANT in connection with or resulting from his/her participation in EVENT.

G. "LOSS" shall mean and include any and all liabilities, losses, damages and claims (including reasonable costs and attorneys' fees), which are suffered or result directly or indirectly from PERSONAL INJURY, PROPERTY DAMAGE and/or MEDICAL TREATMENT to PARTICIPANT, or others, and which are incurred during or in the course of PARTICIPANT'S preparation for, participation and involvement in, and travel to or from the EVENT or the conduct and management of the EVENT.

2. PARTICIPANT understands and appreciates the risks of serious injury that may occur in the sport of wrestling or in the course of preparing for, participating in and traveling to or from the EVENT, and that such activities may involve risks, including PERSONAL INJURY.

3. PARTICIPANT knowingly and voluntarily assumes all such risks of LOSS and all legal and financial responsibility therefore.

4. PARTICIPANT expressly and explicitly releases, discharges and waives any and all claims, and promises not to sue ESU with respect to any LOSS incurred during or in connection with his/her participation in the EVENT, any activities associated with the EVENT and the conduct

and management of the EVENT. PARTICIPANT further agrees to hold harmless and indemnify ESU from any claims brought against ESU resulting from, arising out of or in any way associated with any LOSS.

5. PARTICIPANT, by signing this waiver, expressly verifies Participant is covered by health insurance and that ESU is not responsible for any health care expenses as a result of participation in the EVENT. In the event PARTICIPANT does not have health insurance, PARTICIPANT agrees to be responsible for any and all health costs associated with any LOSS.

6. PARTICIPANT has no impairments that would endanger participation in the EVENT.

7. PARTICIPANT agrees to follow any and all applicable regulations, directions and instructions during participation in the EVENT.

8. Prior to participating in the EVENT, PARTICIPANT shall have the right to inspect the facilities and equipment to be used and, if PARTICIPANT discovers any condition which he/she reasonably believes to be unsafe, PARTICIPANT will immediately cause EVENT officials to be notified of such condition and will not participate in the EVENT so long as such condition exists.

9. In the event of any PERSONAL INJURY as a result of participation in the EVENT, PARTICIPANT hereby gives advance permission for ESU to obtain medical service, including but not limited to, paramedic treatment, transportation by emergency vehicle to a medical facility and treatment by emergency physicians. All extraordinary measures are to be taken in regard to treatment and PARTICIPANT assumes all financial responsibility as to any treatment. If medical services are secured by or provided by ESU, PARTICIPANT agrees to indemnify and hold harmless ESU.

BY SIGNING THIS DOCUMENT, PARTICIPANT ACKNOWLEDGES HAVING READ AND UNDERSTOOD ITS MEANING AND CONTENTS.

Print name of Participant

Signature of Participant Date

Signature of Parent or Guardian Date