

EAGLES LACROSSE CLUB EQUIPMENT AND UNIFORM USE AGREEMENT

This agreement made the _____ day of _____, 20 _____, is by and between (player’s parent) _____, an Eagles Lacrosse Club Member (“the Member”) and the Eagles Lacrosse Club (“the Club”).

In consideration of the membership in the Club, the above named Member may have the use of the Equipment and Uniforms described in “Exhibit A”, attached hereto (collectively “the Equipment”), and belonging to the Club, for the purpose of playing lacrosse on a Club team.

The Club shall at all times retain ownership of the Equipment and Uniforms.

The Member shall use the Equipment and Uniforms in a prudent manner and not make any alterations, additions, repairs or improvements to the Equipment or Uniforms without the express prior permission of the Club.

Failure of the Player to attend two consecutive team practices without prior consent of the team’s coach may result in a demand for the return of the Equipment and Uniforms. Failure to return Equipment and Uniforms in a reasonable state of wear within 48 hours of a demand for their return will obligate the Member to reimburse the Club for the **FULL RETAIL COST** of new replacement equipment and/or uniforms thereof.

Loss or damage to Equipment or Uniforms or failure to return same on stated return dates will obligate the Member to reimburse the Club for the **FULL RETAIL COST** of new replacement Equipment or Uniforms thereof.

Any Equipment belonging to the Club that is left on the playing field or any other training facility and is subsequently retrieved by a Coach or other Club representative or agent may result in a \$25 fine per occurrence to the Member to be paid to the Club. Said Equipment will be held by the Club until any fines due are paid. All personal equipment must be labeled with the Member’s name so it is not confused with Club Equipment.

The Member agrees to pay and legal fees and court costs associated with legal action taken to enforce the terms of this Agreement.

The Member shall indemnify the Club against any and all claims, actions, lawsuits, proceedings, costs, expenses, damages and liabilities, including attorney’s fees, arising out of , connected with or resulting from the use of Club Equipment and Uniforms. In addition, the Member shall hold the Club harmless from all loss and damage to the Equipment during the period of use. The Member recognizes and agrees that included in this indemnity clause, but not by way limitation, is the Member’s assumption of any and all liability for injury, disability and or death of persons caused by the operation, use, control, handling or transportation of the Equipment during the period of use.

This instrument constitutes the entire agreement between the Club and Member, and it shall not be a mended, altered or changed except by a written agreement signed by the parties.

Parent/Guardian Signature

Player’s Signature

Club Representative’s Signature