

LAX4COMMUNITY SPORTS EQUIPMENT RENTAL AGREEMENT

ThunderLAX, Inc. d/b/a Lax4Community (“Lax4Community”) is a Georgia nonprofit corporation that is recognized by the IRS as a 501(c)(3) tax exempt organization with a mission to help more players and their families experience the game by reducing economic barriers and supporting the growth of local youth and high school lacrosse programs. The purpose of this Sports Equipment Rental Agreement (the “Agreement”) is to provide an affordable option for players and their families to obtain the equipment required to participate in the sport of lacrosse safely.

In consideration of the terms and conditions of this Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned (known as “Renter”) agrees to rent the following lacrosse equipment from Lax4Community for the amount of \$80.00 (or portion thereof for partial rentals) for one lacrosse season. Renter will provide payment for the agreed amount to Lax4Community at the time of equipment pickup. There will be no refunds of the rental amount after 14 days from pickup of the equipment.

Renter also shall provide a separate check in the amount of \$250.00 to be used as a security deposit also made out to Lax4Community. Lax4Community will hold the security deposit and return it to Renter when the equipment is returned; provided, however, if the equipment is not returned within 14 days from the end of the season, Renter shall be deemed to have purchased the equipment from Lax4Community, and Lax4Community will deposit the security deposit as payment for the equipment. If the equipment is damaged, Lax4Community will deposit the security deposit as payment for the damaged equipment and shall issue payment to Renter in an amount equal to the difference between the security deposit and the amount required to replace the damaged equipment.

The equipment is accepted by the undersigned AS-IS/WHERE-IS, together with all faults. Lax4Community makes no representations or warranties of any kind as to the rented equipment, including, but not limited to, its fitness for a particular purpose.

If any check is not honored or payment required hereunder is not made, Renter shall be liable to Lax4Community for the amount of the dishonored check and/or payment required together with such costs, fees, and other expenses (including reasonable attorneys’ fees) incurred by Lax4Community to recover such monies.

COVID-19 WARNING AND DISCLAIMER: COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in Lax4Community’s equipment fitting process and/or any engagement at 3-Step Sports and Orange and Blue, LLC facilities could increase the risk of contracting COVID-19. Lax4Community, Orange and Blue, LLC, and 3-Step Sports do not make any warrants or representations that COVID-19 infection will not occur through participation in the fitting process, engagement within the facilities and/or transmission through rented equipment. Based on currently available information and clinical expertise, people of any age who have serious underlying medical conditions might be at higher risk for severe illness from COVID-19, so consultation with a physician is strongly recommended.

The undersigned do hereby unconditionally and forever release and indemnify, and agree to defend and hold harmless, Lax4Community, Orange and Blue, LLC, and 3-Step Sports, along with its officers, directors, employees, volunteers, agents and affiliates, from and against any and all claims for personal injury (including death), property damage or any other claim, cause of action, damage or liability (including, but not limited to attorneys’ fees and litigation expenses) resulting from or arising out of the undersigned Player’s participation in the sport of lacrosse, fitting of rental equipment, and/or use of the rental equipment.

The undersigned understand and accept the fact that sports participation, including lacrosse, involves risks of injury and bodily harm, including but not limited to, paralysis and death. These risks are voluntarily and knowingly assumed by the undersigned Player in connection with his or her use of the rented equipment.

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

The undersigned acknowledges and agrees that I/we received the above-referenced equipment on the date noted below and will abide by the terms of this Agreement. In the event the undersigned Player is a minor, the undersigned parent and/or legal guardian hereby verifies that they have the authority to enter into this Agreement on behalf of the Player and agrees to be bound by the terms and conditions of this Agreement. I/We have read and understand the terms of this Agreement and voluntarily sign intending to be legally bound.

Parent/Guardian’s Printed Full Name

Player’s Printed Full Name

Parent/Guardian’s Signature

Player’s Signature

Parent/Guardian’s Email Address

Player’s Lacrosse Program

Parent/Guardian’s Mobile Telephone Number

Player’s Lacrosse Team Age Bracket

Season Rental Fee:		Equipment Received Date:	
Type	ID Number	Type	ID Number
Helmet		Arm Pads	
Gloves		Stick	
Shoulder Pads			