

LIVE ACTION LACROSSE FORCE MAJEURE CANCELLATION POLICY

Live Action Lacrosse Force Majeure Cancellation Refund and Credit Policy (“Force Majeure Cancellation Policy”)

In light of the Covid-19 pandemic, as declared by the World Health Organization (“WHO”), and the continuing uncertainty related to governmental, health, and other restrictions and rules that may or may not be implemented by various governmental agencies in the future, Live Action Lacrosse and Live Action Lacrosse affiliates, including but, not limited to Stuart Youth Lacrosse, SMS Lacrosse, MCMS Lacrosse and subsidiaries is implementing a new Force Majeure Cancellation Policy. All Participants must acknowledge and agree to this Force Majeure Cancellation Policy as an express condition precedent to their registration in the upcoming season.

Excusable Delays and Force Majeure:

Any delay in the performance by Live Action Lacrosse of its obligations to Participant under any written agreement shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of Live Action, including without limitation, any act of God; any fire, flood or weather condition; any earthquake; any epidemic or WHO declared pandemic; any act of a public enemy, war, insurrection, riot, explosion, terrorist attack or strike; or any government demand, requirement or instruction (each, a “Force Majeure”).

A delay caused by Force Majeure shall not be deemed a cancellation of the season or termination of this Agreement unless LIVE ACTION LACROSSE, in its sole discretion, provides Participant written notice stating otherwise (the “Cancellation Notice”).

The time for performance of LIVE ACTION LACROSSE’s obligations may be amended for the period of delay or inability to perform due to such Force Majeure, as determined in the sole and absolute discretion of LIVE ACTION LACROSSE. If LIVE ACTION LACROSSE provides Participant a Cancellation Notice, the season will be cancelled and subject to the terms below.

Season Cancellation due to Force Majeure:

If a Force Majeure causes LIVE ACTION LACROSSE to issue a Cancellation Notice to Participant cancelling the season, then the following provisions are acknowledged and agreed to by Participant:

> If a season is cancelled by LIVE ACTION LACROSSE due to a Force Majeure PRIOR to the shipment by LIVE ACTION LACROSSE of Participant’s equipment:

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A 100% account credit to the participant. If a credit was used for a portion of your division fee, that credit will be returned to your registration account and the remainder will be refunded.

> If a season is cancelled by LIVE ACTION LACROSSE due to a Force Majeure AFTER the shipment by LIVE ACTION LACROSSE of Participant's equipment, but PRIOR to any practices, games or tournaments: Player will receive his/her uniform and CREDIT equaling player fee paid less league's cost of player uniform.

> If a season is cancelled by LIVE ACTION LACROSSE due to a Force Majeure AFTER the first practice but BEFORE Game or Tournament 3:

A 50% CREDIT (calculated solely on the division price paid by Participant) for a future season of play will be issued by LIVE ACTION LACROSSE to Participant.

NO REFUNDS WILL BE PROVIDED.

> If a season is cancelled by LIVE ACTION LACROSSE due to a Force Majeure AFTER Game or Tournament 3, but BEFORE Game or Tournament 5:

A CREDIT for a future season of play will be issued by LIVE ACTION LACROSSE to Participant's account calculated solely on the division price you paid less any costs incurred by LIVE ACTION LACROSSE up to the date of cancellation for that season.

NO REFUNDS WILL BE PROVIDED.

> If a season is cancelled by LIVE ACTION LACROSSE due to a Force Majeure AFTER Game or Tournament 5:

The season will be considered terminated and cancelled, no credits, refunds or participation awards or any other consideration will be delivered, provided, reimbursed or given to Participant by LIVE ACTION LACROSSE, and LIVE ACTION LACROSSE will have fully performed its obligations to Participant.

NO REFUNDS OR CREDITS WILL BE PROVIDED.

All Participants specifically acknowledge and agree that the Force Majeure Cancellation Policy is fair and reasonable, and that each Participant voluntarily accepts and agrees to the terms and conditions of the Force Majeure Cancellation Policy. Further, Participants acknowledge and agree that a portion of their respective registration fee covers certain costs and expenses incurred by LIVE ACTION LACROSSE to prepare and organize the 2020 Fall season, irrespective of whether such season is completed in its entirety, in part or not at all. Participants expressly accept and acknowledge the foregoing risks.

I, FOR MYSELF, MY SPOUSE, AND CHILD/WARD, HAVE READ THIS FORCE MAJEURE CANCELLATION POLICY FULLY UNDERSTAND ITS TERMS,

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UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT AND ENTER INTO IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I, FOR MYSELF, MY SPOUSE, AND CHILD/WARD AGREE TO BE BOUND BY THIS LIVE ACTION LACROSSE FORCE MAJEURE CANCELLATION POLICY, THE LIVE ACTION LACROSSE REFUND POLICY AND THE LIVE ACTION LACROSSE TERMS AND CONDITIONS WHEN IN THE FUTURE I CLICK ON AN "I AGREE," "I CONSENT," OR OTHER SIMILARLY WORDED "BUTTON" OR ENTRY FIELD WITH MY MOUSE, KEYSTROKE, OR OTHER COMPUTER DEVICE, YOUR AGREEMENT OR CONSENT OR WAIVER WILL BE LEGALLY BINDING AND ENFORCEABLE AND THE LEGAL EQUIVALENT OF YOUR HANDWRITTEN SIGNATURE.