

- ADULT (PARTICIPANTS OVER 18) -

USA RUGBY PARTICIPATION AGREEMENT AND WAIVER AND RELEASE OF LIABILITY

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS AND ASSUMPTION OF THE RISKS AGREEMENT.

This Participation Agreement and Waiver and Release of Liability is entered into between the undersigned "Participant" and USA Rugby, it's member unions, clubs, organizations, affiliates, partners, sponsors, vendors, directors, officers, employees, volunteers, members, agents, contractors, contracted entities and facilities and the owners and lessors thereof, hereinafter referred to as "USA Rugby" or collectively as "Releasees").

In consideration for the privilege of participation of the Participant in USA Rugby activities, Participant, Parent or Guardian acknowledge and agree as follows:

1. Participation in the activities of USA Rugby, including but not limited to warm-up, training, practice, games, clinics, travel, and social events (referred to herein as the "Activities"), includes participation in a full-contact sport, requires good health and fitness and can be **HAZARDOUS AND PRESENT A DANGER TO PARTICIPANT**. Participant believes he/she is qualified to participate in Activities, and if at any time the Participant believes conditions to be unsafe, he/she will immediately discontinue further participation in the Activities _____ INITIAL HERE

2. Participation in Activities exposes Participant to **RISKS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH**. Risks may arise out of contact and/or participation with other participants, spectators, equipment, field, facility and/or fixed objects; falls, collisions, rough play, and other mishaps; exposure to adverse weather conditions and/or high altitude; flaws and defects in equipment and facilities; irregular field conditions; and negligent field maintenance, negligent officiating, negligent coaching and negligent participation. Risks may be caused by the Participant's own actions, or inaction, the actions or inaction of others participants, the condition of the facilities in which the Activities take place, and/or **THE NEGLIGENCE OF THE "RELEASEES."** Some Risks cannot be predicted or controlled. There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time. _____ INITIAL HERE

3. Assumption of the Risks. **I CONSENT TO PARTICIPATION IN THE ACTIVITIES AND FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** incurred as a result of such participation. _____ INITIAL HERE

4. Waiver and Release of Liability. In consideration for the privilege of the Participant's participation in the Activities, the undersigned hereby **RELEASES, DISCHARGES, COVENANTS NOT TO SUE, AND AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS RELEASEES** from any and all liability, demands, losses, medical expenses, lost opportunities, damages or attorneys fees and costs stemming from any or all claims for negligence, expressed or implied warranty, contribution, and indemnity, and/or claims of negligent rescue operations, first aid, and emergency care, to the broadest extent permitted by applicable law suffered by the Participant incurred on his/her account with respect to the Participant's personal injury and other injury or harm, disability, and/or death, or property damage, arising directly or indirectly from the Participant's participation in Activities, as caused or alleged to be caused in whole or in part by the Releasees or any of them, and further agrees that if, despite this release, the Participant or any other person makes a claim on the Participant's behalf against any of the Releasees, **THE UNDERSIGNED WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LIABILITY, LITIGATION EXPENSES, ATTORNEY FEES, LOSSES, DAMAGES OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM, WHETHER ASSERTED BY THE UNDERSIGNED, THE PARTICIPANT, OR ANOTHER PERSON.** _____ INITIAL HERE

5. Governing Law, Venue and Jurisdiction: The undersigned understands and agrees that this document is intended to be as broad and inclusive as permitted under applicable law and shall be governed by Colorado law. In the event of a dispute, the exclusive venue and jurisdiction for any lawsuit arising out of such dispute shall be the state court of Boulder County, or the federal courts located in Denver, Colorado. _____ INITIAL HERE

6. Severability: If any provision of this document is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this document had been executed with the invalid provision eliminated. _____ INITIAL HERE

THE UNDERSIGNED PARTICIPANT HEREBY CERTIFIES THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS AGREEMENT AND ITS TERMS. THAT PRIOR TO SIGNING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THIS AGREEMENT. I AM AWARE, BY SIGNING THIS AGREEMENT I ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN RIGHTS THAT I AND EACH OF MY HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDIANS, CONSERVATORS, EXECUTORS, ADMINISTRATORS, TRUSTEES AND ASSIGNS MAY HAVE AGAINST RELEASEES.

Signature Printed Name Date

Witness Printed Name Date

*****PLEASE PRINT, INITIAL, SIGN AND RETURN TO YOUR AFFILIATED CLUB*****

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USA RUGBY RULES ACKNOWLEDGEMENT

1. I understand and agree to abide by all International Rugby Board, USA Rugby, territorial and local area union rules and regulations, including the arbitration procedures therein, for any dispute regarding my eligibility or right to participate in, USA Rugby-sponsored and -sanctioned activities and events, as set forth in the Bylaws of USA Rugby, as they are amended on a periodic basis, which I understand are available on the USA Rugby web site (www.usarugby.org).
2. I affirm that I am not suspended or banned from play or participation by any club, local area union, territorial union, or national union, and I authorize USA Rugby to verify my citizenship status with the appropriate governmental agencies.
3. I am aware that USA Rugby has the right to revoke my CIPP enrollment, and therefore my eligibility to play or coach, in the event of any violation of the aforementioned statement.

I HAVE READ THIS ACKNOWLEDGMENT AND FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED IT FREELY AND VOLUNTARILY AND WITHOUT ANY WRONGFUL PRESSURE OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL AGREEMENT. I AFFIRM I AM 18 YEARS OF AGE OR OLDER.

Participant Signature

Printed Name

Date

*****PLEASE PRINT, INITIAL, SIGN AND RETURN TO YOUR AFFILIATED CLUB*****

All clubs are required to maintain the signed waivers & releases in their possession for a minimum of three (3) years and provide to USA Rugby at any time upon request.

For more information about USA Rugby's Liability Insurance protection, please visit:
www.usarugby.org.