**2013 CEDAR HIGH RUGBY CLUB**

**PARENTAL AUTHORIZATION,WAIVER, RELEASE, AND INDEMNITY**

Player's Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In consideration for Cedar High Rugby coaches, medical staff, and other adults providing

supervision, including but not limited to Cleveland Williams, Paki Tiatia, present and future representatives, coaches, staff, medical staff, agents, affiliates,

sponsors, suppliers, attorneys, insurers, predecessors and successors in interest, and assigns,

("Coaching Staff”), (1) volunteering innumerable personal hours coaching the Cedar High Rugby

Team, including but not limited to practice sessions, games, meetings, functions, parties, fund

raising, etc. ("Coaching"); (2) arranging for travel to and from all "away" rugby matches and

Coaching events at little or no cost, and arranging for the travel to and from all matches and

functions at a substantially discounted rate ("Travel"); and (3) in consideration for their

supervision, direction and oversight of our son/daughter\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

along with his teammates on the Cedar High Rugby team ("Team"), in all Coaching events and to, during and from the Travel contemplated herein, the undersigned hereby acknowledge, agree and covenant as follows:

1. **INHERENT RISKS OF RUGBY.** Rugby is an inherently dangerous contact sport. It

involves tackling, running, passing and kicking at high speeds with little or no bodily

protection. The inherent risks of serious physical injury include, but are not limited to, loss

of life, disability, broken bones, cuts, scrapes, contusions, concussions, and injury to

muscles, joints, ligaments and cartilage.

2. **INHERENT RISKS OF TRAVEL.** Traveling to and from Coaching events generally and

specifically as relates to the Travel contemplated herein, whether by public or private

transportation, involves inherent risks of serious personal injury and loss of life. Private

transportation may be by Coaching Staff, adult, minor, and Team member, and may involve

underinsured or uninsured coverage.

3. **NO SPONSORSHIP.** The Team is not sponsored by any school or school district, and as

such these institutions, their administrators and officials are not responsible or liable for

injury, sickness, disability, paralysis or death that may result from Player's participation with

the Team and all claims against said entities and individuals are waived as set forth in

paragraph 9 below.

4. **COACHING STAFF ARE VOLUNTEERS.** All Coaching Staff and ancillary personnel are

volunteers.

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5. **NO MEDICAL PROFESSIONALS ON STAFF.** There will be no physician, trainer, or other

trained health care professional on staff at any Coaching event.

6. **PARTICIPATION AGE.** While the players on the Team are of high school age, the Team

will only compete against other youth teams of the same age.

7. **AUTHORIZATION TO PARTICIPATE.** The undersigned hereby authorize their minor Son/daughter to participate with the Team in the Coaching events and Travel contemplated herein, and further authorize the Coaching Staff to take all actions necessary in the best interests of the safety and well being of their Son/Daughter and the Team to supervise, direct, protect and discipline, as necessary, their minor Son/Daughter during the course of the Coaching events and Travel contemplated herein.

8. **AUTHORIZATION AND PAYMENT FOR MEDICAL CARE**. The undersigned further

authorize the Coaching Staff to administer, treat and arrange for the treatment and

provision of all medical care necessary to treat their minor Son/daughter for any injury or illness

incurred or experienced during the course or the Coaching events and Travel contemplated

herein, and agree to pay, reimburse and indemnify to the extent set forth in paragraph 10

below, the Coaching Staff for all such treatment and medical care provided to and received

by their Son/Daughter. A list of the undersigned's health insurance provider and group or policy

number, together with a list or their son/daughter preexisting medical conditions, medications,

dietary requirements, illnesses, allergies and special considerations is attached hereto as

Exhibit "A."

9. **UNCONDITIONAL WAIVER, RELEASE AND DISCHARGE.** The undersigned their past,

present and future representatives, agents, affiliates, attorneys, predecessors and

successors in interest, and assigns ("Undersigned"), do hereby forever and unconditionally

waive, release, and discharge the members of the Coaching Staff individually and as a

group, together with the Utah Rugby Football Union, USA Rugby, Washington County, Clark County, Salt Lake City County, and other persons and entities involved in providing services, fields, transportation, etc. to the Undersigned's Son/Daughter and the Team, of and from any and all past, present or future claims, demands, obligations, actions, causes of action, damages, costs, attorneys' fees, loss of services, expenses and compensation of any nature whatsoever, whether based on a United States Constitution, state Constitution, United States statute, state statute, the constitutional, statutory or common law of any foreign government, kingdom or principality, tort, contract or other theory of recovery, known or unknown, which they now have, or may believe they have, or which may hereafter accrue or otherwise be acquired on account of or growing in any way out of their Son/Daughter participating with the Team during the **2013**  rugby season, and from their Son/Daughter and the Team participating in the Coaching events and Travel contemplated hereunder.

10. **INDEMNIFICATION.** The Undersigned covenant and agree to indemnify, defend and hold

harmless the Coaching Staff individually and as a group, from and against any and all

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claims, losses, demands, liabilities, judgments, costs, and expenses (including, but not

limited to, attorney's fees) and damages and injuries (including, but not limited to,

loss of life, disability, injury to person, damage to tangible and intangible property or rights,

economic loss, wherever occurring) arising out of or in any way connected with

Undersigned's Son/Daughter participating with the Team in the **2013** rugby season, and with the Coaching events and Travel contemplated hereunder, except where the injury giving

rise to Undersigned's claim for loss resulted from the sole negligence of the Coaching Staff,

without the negligence of any other individual or party.

11. **UNINSURED AND UNDERINSURED COVERAGE.** In addition to, and not by way of

limitation of or condition to Undersigned's agreement to waive, release, discharge and

indemnify under paragraphs 9 and 10 above, the Undersigned agree to supplement their

personal insurance coverage to provide for sufficient under-insured or uninsured coverage

to compensate for all losses resulting from injury or death of their minor Son/Daughter in connection with the Coaching events and Travel contemplated herein, and otherwise waive all claims against any driver beyond his or her insurance coverage as well against the Coaching Staff, the Utah Rugby Football Union, USA Rugby, Washington County, Clark County, and other

persons and entities involved in providing services, fields, transportation, etc. to the team.

12. **UNDERSIGNED RESPONSIBILITIES.** The Undersigned understand, agree to be solely

responsible to ensure, and warrant that:

a. their Son/Daughter has had a physical by a licensed physician to determine that he/she is able and fit to participate in all Coaching events and Travel contemplated hereunder prior to

his participation;

b. their Son/Daughter has medical insurance coverage of at least $100,000 or the maxim

provided through a school program;

c. their Son/Daughter wears a mouthpiece during ALL practices and games;

d. their Son/Daughter plays in a regulation uniform which consists of a jersey, shorts, socks, and approved shoes - shorts, socks, mouthpiece, and shoes to be provided by

Undersigned, and game jerseys to be provided by the Team.

e. their Son/Daughter abides by all teams rules and instructions;

f. their Son/Daughter agrees not to use alcohol, tobacco, and/or any illegal or controlled

substance without a prescription;

g. their Son/Daughter will immediately report any injury or illness whatsoever to the Coaching

Staff;

h. their Son/Daughter keeps his personal life clean and in accordance with all laws and

regulations;

i. their Son/Daughter meets all USA Rugby eligibility requirements;

j. payment has and shall be made for all financial expenses as set forth herein and as

may otherwise be required for participation in the Coaching events and Travel

contemplated hereunder.

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13. **ATTORNEY'S FEES.** In the event that either any member of the Coaching Staff or

Undersigned is required to enforce any of the provisions of this instrument, the prevailing

party shall be entitled to an award of its attorney's fees and costs incurred in any

enforcement action, whether by suit, arbitration, mediation, negotiation or demand.

14. **GENERAL TERMS**. Except those representations embodied in this agreement, the

Undersigned acknowledge that they are not relying on any representation made by the

Coaching Staff in the making and execution of this instrument. This instrument contains the

Undersigned's entire agreement and intention in regard to the subject matter hereof, and

the terms of this instrument are contractual and not mere recital. The Undersigned have

had the opportunity to obtain the advice of counsel in reviewing and signing this instrument,

have carefully read the foregoing and know the contents thereof, sign the same of their

own free will and act, and by signing this instrument are legally bound hereby.

15. **FULL AND FAIR CONSIDERATION.** The Undersigned acknowledge that the volunteer

efforts, labor, services and benefits provided by the Coaching Staff in consideration of these

premises as summarized in the above recitals, exceed, in Undersigned's judgment, the value

of the authorization, waiver, release, indemnity, and warranties conveyed by Undersigned

hereunder, and therefore constitute full, fair and adequate consideration for Undersigned's

obligations memorialized in this agreement.

Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ month \_\_\_\_\_\_\_\_\_\_\_\_\_\_ year

Player’s Name (print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Player’s Name (sign): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**UNDERSIGNED**

Father’s Name (print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Father’s Name (sign): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**UNDERSIGNED**

Mother’s Name (print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mother’s Name (sign): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**CEDAR HIGH RUGBY CLUB**

**TRAVEL, PARTICIPATION PERMISIION, AND WAIVER**

Name of Player: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age of Player as of Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Parent/Legal Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I give my permission for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to travel with the

Cedar High Rugby Team to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_ I release

and covenant not to sue the team, coaches, trainers, medical staff and any other

attending adults from liability or injury, accident, disability, and/or death that

may arise from his participation. I understand that I am legally and financially

responsible for his participation and travel.

I, the undersigned, hereby attest that I am the parent or legal guardian of the

above-named minor. Said minor’s date of birth is \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_. I

understand, accept and agree to all of the above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent / Guardian Signature Date

Questions?

 Bryce Bishop – (435) 590-3613

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**CEDAR HIGH RUBY CLUB**

**CONSENT FOR MEDICAL TREATMENT OF A MINOR**

Player's Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_ Sex: Male / Female

Parent/Legal Guardian's Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hm/Wk:\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cell: \_\_\_\_\_\_\_\_\_\_

Address: ­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City, ST Zip Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Legal Guardian's Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hm/Wk:\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cell:\_\_\_\_\_\_\_\_\_\_

Address: ­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City, ST Zip Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Secondary Emergency Contact:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hm/Wk:\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cell: \_\_\_\_\_\_\_\_\_\_

­­­­­­­­­I am the parent/legal guardian of the player (hereafter cited as "Player") listed above. (If player is 18 he may sign and represent himself.) I give permission for Player to participate with the Cedar High Rugby Team. I fully understand that participation, includes but is not limited to travel and game play, involves risks and dangers and these risks and dangers may be caused by Player's actions, inactions, the actions or inactions of others. I fully accept and assume all such risks and all responsibility of losses, costs, and damages incurred for such participation.

I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless all coaches, medical and training staff and personnel, agents, volunteers, officers, directors, and other participants from all liability, claims demands, losses, or damages on Player's account caused or alleged to be caused in whole or in part by the negligence of the "Releases'" or otherwise, including negligent rescue operations and further agree that if, despite this release, I or anyone on my behalf makes a claim against any of the Releases' I WILL INDEMNIFY, SAVE, & HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

CONSENT TO MEDICAL TREATMENT OF A MINOR: I grant my authorization and consent for any Supervising Adult to administer general first aid treatment for any minor injuries or illnesses experienced by the Player. If the injury or illness is life threatening or in need of emergency treatment authorize the Supervising Adult to summon any and all professional emergency personnel to attend, transport, and treat the participant and to issue consent for any X-ray, anesthetic, blood transfusion, medication, or other medical diagnosis, treatment, or hospital care deemed advisable by, and to be rendered under the general supervision of, any physician, surgeon, dentist, hospital, or other medical professional or institution. I agree to be responsible for any and all

costs resulting from medical attention and/or treatment and I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless all coaches, medical and training staff and personnel, agents, volunteers, officers, directors, and other participants from all liability, claims demands, losses, or damages on Player's account. It is understood that this authorization is given in advance of any such medical treatment, but is given to provide authority and power on the part of the Supervising Adult in the exercise of his or her best judgment upon the advice of any such medical or emergency personnel. This Consent to Medical Treatment of a Minor is effective at the time of consent by my signature.

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**Medical Information** (Exhibit A)

Insurance Company:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Policy # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physicians Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Allergies/Special Health Considerations\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Is Player taking any medications? Yes No If Yes, please list:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CONSENT FOR MEDICAL TREATMENT OF A MINOR**

I have read this agreement, fully understand and agree to its terms, and intend it to be a complete and unconditional release of liability.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Players Signature Date Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parents Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parents Signature Date

Team Membership Chairperson: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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