

Cary Rugby Football Club

PLAYERS NAME _____ DATE OF BIRTH _____

MINOR (PARTICIPANTS UNDER 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 "Parent" or "Guardian" and the minor participant "Participant" and USA Rugby, its 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 and Parent or Guardian believes the Participant is qualified to participate in Activities, and if at any time the Participant, Parent or Guardian believe 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, each 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, including C.R.S. § 13-22-107, suffered by the Participant, Parent or Guardian or 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**

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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 AND PARENT AND/OR GUARDIAN HEREBY CERTIFY THAT PARTICIPANT IS UNDER 18 YEARS OLD, 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.

Parent/Guardian Signature

Print Name

Date

I AM A PARENT/GUARDIAN OF THE PARTICIPANT, AND I ATTEST THAT I HAVE LEGAL RESPONSIBILITY OVER THE PARTICIPANT, AND, MY SIGNATURE IS SUFFICIENT TO CONSENT TO THE PARTICIPATION OF THE PARTICIPANT IN THE ACTIVITIES AND TO ENTER INTO THIS AGREEMENT FOR AND ON BEHALF OF THE PARTICIPANT.

Parent/Guardian Signature

Printed Name

Date

Witness Signature

Printed Name

Date

Email

Phone Number