

# Play Rugby USA™

## WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK ("Waiver and Release")

In consideration of \_\_\_\_\_ ("Participant") being allowed to participate in any way in **Play Rugby, Inc. ("Play Rugby") organized events including but not limited to the Flag Rugby Little League (the "League"); rugby clinics, tournaments, festivals and camps (together the "Play Rugby Events")**, Participant or Participant's parent or legal guardian on behalf of Participant (in the event Participant is a minor under eighteen (18) years of age) hereby acknowledges and agrees to the following:

1. Participant understand dangers may be caused by my own actions, and/or inactions, the actions and/or inaction of others participating in the Play Rugby Events. Participant understands the nature of the Play Rugby Events and acknowledges Participant's experience and capabilities and believes Participant is qualified to participate in such Play Rugby Events. Participant further acknowledges that Participant is aware that the activity at the Play Rugby Events will be conducted in facilities open to the public not owned, operated and/or maintained by Play Rugby. Participant further agrees that if, at any time, Participant believes that Participant is unable to continue to participate in the Play Rugby Events for any reason, that Participant will immediately discontinue further participation in the Play Rugby Events.

2. Participant fully understands and acknowledges that: (a) the Play Rugby Events involve risks and dangers, including but not limited to, serious bodily injury, including permanent disability, paralysis, and death ("Risks"); (b) there may be other risks and social and economic losses either not now known or not readily foreseeable at this time; and PARTICIPANT FULLY ACCEPTS AND ASSUMES ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, EXPENSES AND DAMAGES incurred as a result of Participant's participation in the Play Rugby Events.

3. Participant hereby releases, discharges, covenants not to sue, and agrees to indemnify, defend and hold harmless, without limitation, Play Rugby, its respective administrators, directors, agents, officers, volunteers, and employees, affiliates, independent contractors, vendors, other participants, sponsors, advertisers, and owners and lessors of premises on or about which the Play Rugby Events, and or any activity related to the Play Rugby Events and/or Play Rugby take place (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, expenses, and/or damages on account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including but not limited to, negligent rescue operations, and further agree that if, despite this release, Participant, or anyone on my behalf makes a claim against any of the Releasees named above, **PARTICIPANT WILL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES COSTS, AND EXPENSES, LOSS LIABILITY, DAMAGE OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.**

4. Participant also represents and warrants that Participant has at least \$100,000 of medical expense insurance coverage, which as of the date of each Play Rugby Event that Participant participates in, shall be in full force and effect.

**Participant has read this agreement, fully acknowledges and understands it's terms, and understands that Participant has given up substantial rights by signing it, and has signed it freely and without inducement or assurances of any nature, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by the law, and further acknowledge and agree that if any portion of this agreement is held to invalid that the balance, notwithstanding, shall continue in full force and effect.**

5. This Waiver and Release shall be governed pursuant to the laws of the Sate of New York.

\_\_\_\_\_  
Printed Name of Participant                      Signature of Participant                      Date  
*If participant is less than 18 years of age, a signature of parent or legal guardian is required.*

\_\_\_\_\_  
Printed Name of Parent/Guardian                      Signature of Parent/Guardian                      Date

\_\_\_\_\_  
Printed Name of Witness                      Signature of Witness                      Date