

# PALM BEACH COUNTY U-19 RUGBY CLUB

## USA Rugby Waiver

### MEDICAL INSURANCE AGREEMENT AND USA RUGBY RULES ACKNOWLEDGEMENT

1. I acknowledge that I have a medical insurance policy in my name that has a minimum of \$100,000 in medical coverage **WITH NO RESTRICTION FOR ACCIDENTS WHILE PARTICIPATING IN SPORTS**. I understand such insurance will be my primary source of payment should medical treatment be necessary as a result of my participation in the Activity.
2. I agree to abide by all International Rugby Board, USA Rugby, territorial and local area union rules and regulations, including to be bound by the arbitration procedures therein, that I am aware of and understand, for any dispute regarding my right to participate in the Activity, 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).
3. 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 .
4. 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.

### WAIVER & RELEASE, ASSUMPTION OF RISK AND PARENTAL INDEMNIFICATION

In consideration of me being permitted to participate in any way in **USA Rugby, it's member unions, clubs, organizations and individuals** sponsored Activities ("Activity"), I agree:

1. I understand the nature/dangers of **USA Rugby** activities and believe that I am qualified to participate in such Activity. I further acknowledge that I am aware the activity will be conducted in facilities open to the public during the Activity. I further agree/warrant that if at any time I believe conditions to be unsafe, I will immediately cease further participation in the Activity.
2. I FULLY UNDERSTAND that: (a) **USA RUGBY** Activities involve risks and dangers of **SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH** ("Risks"); (b) these Risks and dangers may be caused by my own actions, or inaction's, the actions or inaction's of others participating in the Activity, the condition in which the Activity takes place. Or **THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW**; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and **I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** incurred as a result of my Participation in the Activity.
3. **I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS USA RUGBY**, their member unions, territorial unions, clubs, respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place (each considered one of the "Releasees" herein) from all liability, claims demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" 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 Releasees named above, **I WILL INDEMNIFY, SAVE AND 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.**

**I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND IT'S TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FOREC AND EFFECT.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

### PARENTAL CONSENT AND INDEMNIFICATION AGREEMENT

I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such "activity". I hereby release, discharge, covenant not to sue and **AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, **I WILL INDEMNIFY, SAVE AND HOLD HARMLESS** each of the Releasees from any litigation expenses, attorney fees, loss liability, damage or cost any Releasees may incur as the result of any such claim.

\_\_\_\_\_  
Signature of Parent/Guardian

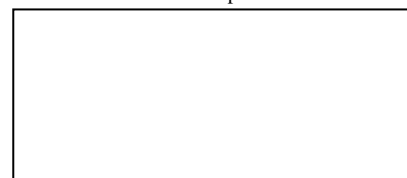
\_\_\_\_\_  
Printed Name of Parent/Guardian

\_\_\_\_\_  
Date

### STATE OF FLORIDA, COUNTY OF PALM BEACH

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ of \_\_\_\_\_  
month year

Stamp



\_\_\_\_\_  
My commission expires: \_\_\_\_\_

NOTARY PUBLIC; State of Florida at Large