

# Waiver & Release - The Portland Rugby Club

Player's Name: \_\_\_\_\_ (the 'Player' will be hereafter referred to as the "Undersigned"), hereby consents to participation in Rugby Union Football with The Portland Rugby Club (hereafter referred to as the "Club").

The Undersigned understands and agrees that participation includes, but is not limited to training sessions, matches, meetings, functions, parties, fundraising, and the like, and transportation to and from these activities.

The Undersigned further understands and agrees that transportation will generally be via automobiles and that the drivers will include other Players and fellow Club members. The Undersigned understands there is the potential for some drivers to be underinsured, or uninsured and the Undersigned agrees to supplement their insurance to provide for sufficient underinsured or uninsured coverage to compensate for any losses resulting from injury or death in connection with a transportation mishap and the Undersigned otherwise waive claims against any driver beyond his or her insurance coverage as well as against any Portland Rugby Club Leadership Committee members, all Coaching Staff, trainers, Club Members, and against the Pacific Northwest Rugby Union.

The Undersigned understands that Rugby Football is a physical, full contact sport with the possibility of injury, minor or major, always present. The Undersigned hereby accepts the risks that accompany participation in Rugby Football. The Undersigned agrees that they will not hold the Club, the Pacific Northwest Rugby Union and its officials and administrators responsible for injury, sickness, disability, paralysis, or death that may result from participation with the Club and all claims resulting from such participation are waived.

The Undersigned understands that there may not be a trainer at the Club's matches and/or practice sessions.

**RELEASE AND WAIVER OF LIABILITY: IN CONSIDERATION OF THE PLAYER'S RIGHT TO PARTICIPATE, THE UNDERSIGNED HEREBY RELEASES, DISCHARGES AND COVENANTS NOT TO SUE** the coaches, officials, administrators of the Club, the Pacific Northwest Rugby Football Union, and the Club's sponsors. **THE UNDERSIGNED AGREES THAT THIS RELEASE IS BINDING AND EFFECTIVE AS TO THEMSELVES AS WELL AS TO THEIR PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN AND THAT IT APPLIES TO ANY AND ALL LOSS OR DAMAGE CLAIMED ON ACCOUNT OF INJURY, DISABILITY OR DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF THE ABOVE REFERRED TO ENTITIES, ORGANIZATIONS OR INDIVIDUALS OR OTHERWISE.**

The Undersigned understands that by signing this release they are giving up substantial rights they would otherwise have to recover damages for losses and they agree that they are doing so voluntarily and without inducement, threat, or duress. The Undersigned agrees that they had the opportunity to seek legal advice before signing this release and have either done so, or have voluntarily elected not to and waive this opportunity.

The Undersigned understands and agrees that the Player will be bound by the Code of Conduct while a member of the Club. The undersigned is not suspended/banned from play or participation by any club, local area union, territorial union, or national union.

The Undersigned attests that they have a medical insurance policy of at least \$100,000.

The undersigned agrees to abide by all International Rugby Board, USA Rugby, territorial, and local area union rules and regulations, including to be bound by arbitration procedures set for in the by-laws and and/or constitution of USA Rugby as they are amended on a periodic basis, which the undersigned understands are available from the club administrator and are also available on the USA Rugby website.

The undersigned covenants that all information provided is true and correct.

The undersigned is aware that the Portland Rugby Club has a right to revoke the Players membership in the Club, *and therefore the Player's eligibility to play*, in the event of any violation of the above mentioned statements.

This waiver and release is valid August through June exclusive.

**Player's Printed Name:** \_\_\_\_\_

**Player's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_