

# USA RUGBY & HARBORFEST 7s RELEASE OF LIABILITY

**I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM AGREEING TO RELEASE THE RELEASED PARTIES FROM LIABILITY. I HAVE THEREFORE BEEN ADVISED TO READ THIS DOCUMENT CAREFULLY BEFORE SIGNING IT.**

This Participation Agreement and Waiver and Release of Liability is entered into by the undersigned "Participant" in favor of 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, & Harborfest 7s Rugby Tournament directors and volunteers (hereinafter collectively referred to as "USA Rugby" or collectively as the "Released Parties"). I understand that participation in USA Rugby activities & Harborfest 7s Rugby Tournament is a privilege but not a right. In consideration for the privilege of participation in USA Rugby activities & Harborfest 7s Rugby Tournament, I acknowledge and agree as follows:

1. Participation in the activities of USA Rugby & Harborfest 7s Rugby Tournament, 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 ME**. I believe I am qualified to participate in the Activities, and if at any time I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activities

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2. Participation in Activities exposes me 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 my 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 "RELEASED PARTIES."** There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time.

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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.

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4. Waiver and Release of Liability. In consideration for the privilege of my participation in the Activities, I hereby **RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS RELEASED PARTIES** 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 if I am a Minor, suffered by me and incurred on my account with respect to my personal injury and other injury or harm, disability, and/or death, or property damage, arising directly or indirectly from my participation in Activities, as caused or alleged to be caused in whole or in part by the Released Parties or any of them, and further agree that if, despite this Release, I or any other person makes a claim on my behalf against any of the Released Parties, unless, and to the extent, prohibited by law, **I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM ANY LIABILITY, LITIGATION EXPENSES, ATTORNEY FEES, LOSSES, DAMAGES OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM, WHETHER ASSERTED BY ME, MY PARENT/GUARDIAN, IF APPLICABLE, OR ANOTHER PERSON.**

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5. Governing Law, Venue and Jurisdiction: I understand and agree that this document is intended to be as broad and inclusive as permitted under applicable law and shall be governed by Wisconsin 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 Kenosha County, or the federal courts located in Kenosha, Wisconsin.

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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.

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**I HEREBY CERTIFY THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS AGREEMENT AND ITS TERMS. PRIOR TO SIGNING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THIS AGREEMENT. I AM AWARE, BY SIGNING THIS AGREEMENT, THAT 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 RELEASED PARTIES. THIS RELEASE SHALL BE EFFECTIVE AND BINDING UPON ME. I FURTHER REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE.**

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Participant Signature

Printed Name

Date