

# TRIBE Rugby Waiver East County Rugby Football Club (TRIBE Rugby)

#### PERMISSION / ASSUMPTION - MINOR

I, the undersigned parent(s) or legal guardian(s) of \_\_\_\_\_\_\_\_, hereby grant(s) permission for him/her to participate in the sport of Rugby, and related activities, with the East County Rugby Football Club (ECRFC). In granting this consent, I understand and acknowledge the physical nature of the sport of rugby and the risks inherent in such physical activity, which includes, but is not limited to, serious bodily injury, concussion, permanent disability, paralysis and death. I also understand that in order to participate, I fully accept and assume all such risks and all responsibility for all losses, costs and damages as a result of the above player's participation in the sport of Rugby and related activities. I acknowledge that it has been recommended that the player obtain medical clearance and maintain adequate medical insurance prior to the above player participating in the sport of Rugby with ECRFC.

#### WAIVER/RELEASE AND INDEMNITY

In consideration for the above player being permitted to participate in the activities specified above, I agree to not make or join in a claim or civil suit for injury, death or property damage against the ECRFC, Valhalla High School, the San Diego Sports and Athletic Club, Southern California Youth Rugby, and USA Rugby and its constituent bodies, the Southern California Rugby Referees Society and all affiliated entities, including, without limitation, their respective administrators, staff, coaches or volunteers participating in any activities ("Rugby Releasees").

I hereby voluntarily release and discharge each and every one of the Rugby Releasees and their affiliates from any and all liability, claims, losses, injuries and damages arising out of or relating to my child's participation and/or receipt of instruction in the sport of Rugby and related activities. I understand and agree that this waiver/release will have the effect of releasing, discharging, waiving and forever relinquishing any and all actions or causes of action that I may have otherwise had at any time, whether known or unknown and whether anticipated or unanticipated by me, arising out of my child's participation and/or receipt of instruction in the sport of Rugby or related activities. I understand and agree that this waiver/release applies to personal injury, property damage, omissions of others, and even if caused by the active or passive negligence of any of the Rugby Releasees. I understand and agree that by signing this waiver/release, I am assuming full responsibility of personal injury, death, or property damage and loss suffered by my child participating and receiving instruction in the sport of rugby with the ECRFC. I understand and agree that this waiver/release will be binding on me, my child, my spouse, my heirs, my personal representatives, my assigns, my children, any guardian ad litem for said children, and my estate. Further, if a claim or civil suit is made or brought against Valhalla High School, ECRFC, Southern California Youth Rugby or USA Rugby and its constituent bodies, the California Rugby Referees Society and all affiliated entities, including, without limitation, their respective administrators, staff, coaches or volunteers as result of the actions of the above named player for injury, death or property damage, the undersigned agree(s) to defend, indemnity and hold harmless the Rugby Releasees, from any and all such litigation expenses, attorney's fees, costs, expert fees, liabilities, claims, suits, damages, including judgments and/or settlements, whether such claims or losses arise out of the negligence or intentional misconduct of the above named player, or the negligence of Rugby Releasees, whether such negligence is active or passive and whether individually or in concert with others.

#### **AUTHORIZATION**

As parent(s) or legal guardian(s) of the above named minor player hereby authorize and grant to the supervising or a participating adult permission in the event of illness or injury while participating the sport of Rugby and related activities to consent to the following: any X-ray examination, anesthetic, medical or surgical diagnosis or treatment and hospital *care* to be rendered to the minor under the general or special supervision and upon the advice of a physician and surgeon licensed under the provisions of the Medical Practice Act or to consent to an X-ray examination, anesthetic, dental or surgical diagnosis or treatment and hospital *care* to be rendered to the minor by a dentist licensed under the provision of the Dental Practice Act. Said authorization is to include the release of any medical or dental records to the attending physician or dentist for review.

#### REPRESENTATIONS

I hereby represent and warrant to the Rugby Releasees the following: (a) By signing this document, I understand, acknowledge and agree that if any personal injury or property damage is suffered by my child during participation in this sport of Rugby or related activities, I should be found by the court of law to have waived any rights to maintain any lawsuit or other legal or administrative proceedings against any and all of the Rugby Releasees; (b) I have adequate insurance to cover any injury that may occur to my child while participating in the sport of Rugby or related activities; (c) My child has no medical or physical condition, which would interfere with my child's safety in the activity; (d) I will inform my child that he/she must follow all sport of Rugby rules, regulations, or directives given during participation in the sport of Rugby; and (e) I am the parent or legal guardian authorized to sign this Agreement on behalf of the child named below.

I also authorize my child's photo to be taken and used for promotional purposes by the ECRFC.

Date:	
Player Name:	
Parent/Guardian Name:	
Signature of Parent/Guardian	:
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# - 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, it's 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:

	Witness	Printed Name	Date
	Parent/Guardian Signature	Printed Name	Date
	I AM A PARENT/GUARDIAN OF THE PARTICIPANT, AND I AT MY SIGNATURE IS SUFFICIENT TO CONSENT TO THE PART THIS AGREEMENT FOR AND ON BEHALF OF THE PARTICIPA	ICIPATION OF THE PARTICIPANT IN TH	
	Parent/Guardian Signature	Printed Name	Date
	THE UNDERSIGNED PARTCIPANT 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 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.		
1.	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.		
5.	<ol> <li>Governing Law, Venue and Jurisdiction: The undersigned understands applicable law and shall be governed by Colorado law. In the event of a obethe state court of Boulder County, or the federal courts located in Denvenue.</li> </ol>	dispute, the exclusive venue and jurisdiction for	any lawsuit arising out of such dispute shall
4.	Maiver and Release of Liability. In consideration for the privilege of DISCHARGES, COVENANTS NOT TO SUE, AND AGREES TO liability, demands, losses, medical expenses, lost opportunities, damages implied warranty, contribution, and indemnity, and/or claims of neglig applicable law, including C.R.S. § 13-22-107, suffered by the Participant, injury and other injury or harm, disability, and/or death, or property dams or alleged to be caused in whole or in part by the Releasees or any of the claim on the Participant's behalf against any of the Releasees, THE UNI RELEASEES FROM ANY LIABILITY, LITIGATION EXPENSES RESULT OF ANY SUCH CLAIM, WHETHER ASSERTED BY TO INITIAL HERE	INDEMNIFY AND SAVE AND HOLD HA s or attorneys fees and costs stemming from an tent rescue operations, first aid, and emergency Parent or Guardian or incurred on his/her accor age, arising directly or indirectly from the Partic an, and further agrees that if, despite this release, DERSIGNED WILL INDEMNIFY, SAVE AI ATTORNEY FEES, LOSSES, DAMAGES	RMLESS RELEASEES from any and all y or all claims for negligence, expressed by care, to the broadest extent permitted by ant with respect to the Participant's personal injunit's participation in Activities, as cause the Participant or any other person makes ND HOLD HARMLESS EACH OF THIOR COSTS ANY MAY INCUR AS THI
3.	3. <u>Assumption of the Risks.</u> I CONSENT TO PARTICIPATION IN T ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES 1		
2.	<ol> <li>Participation in Activities exposes Participant to RISKS OF SERIOUS DEATH. Risks may arise out of contact and/or participation with other play, and other mishaps; exposure to adverse weather conditions and/or negligent field maintenance, negligent officiating, negligent coaching and the actions or inaction of others participants, the condition of the "RELEASEES." Some Risks cannot be predicted or controlled. There foreseeable at this time,,</li></ol>	participants, spectators, equipment, field, facility high altitude; flaws and defects in equipment a d negligent participation. Risks may be caused b facilities in which the Activities take place,	and/or fixed objects; falls, collisions, roug and facilities; irregular field conditions; an by the Participant's own actions, or inaction and/or THE NEGLIGENCE OF THI
	PARTICIPANT. Participant and Parent or Guardian believe the Partic Guardian believe conditions to be unsafe, he/she will immediately discon-		
1.	<ol> <li>Participation in the activities of USA Rugby, including but not limited t the "Activities"), includes participation in a full-contact sport, requires</li> </ol>	good health and fitness and can be HAZARI	DOUS AND PRESENT A DANGER TO

## - MINOR (PARTICIPANTS UNDER 18) -

### USA RUGBY (MINOR) MEDICAL INSURANCE AGREEMENT AND USA RUGBY RULES ACKNOWLEDGEMENT

- I, the undersigned parent/guardian, acknowledge that the minor child identified below (the "Minor") is covered by a personal or group insurance policy that has \$100,000 or more in coverage for medical, hospitalization, and other expenses of treatment and care should the Minor be injured or become ill while or as a result of participating in the Activities (as defined below) WITH NO RESTRICTION FOR ACCIDENTS OR ILLNESSES WHILE PARTICIPATING IN SPORTS, SPORTS-RELATED ACTIVITIES, OR RECREATIONAL ACTIVITIES. I understand such insurance will be my and the Minor's primary source of payment should medical treatment be necessary as a result of participation in the Activities. The undersigned accepts full financial responsibility for and agrees to pay all costs of medical treatment or care incurred due to the Minor's illness or injury arising out of the Activities that are not covered by such insurance policy.
- 2. The Minor will abide by all International Rugby Board, USA Rugby, territorial and local area union rules and regulations, including the arbitration procedures therein, for any dispute regarding the Minor's eligibility or right to participate in, USA Rugby-sponsored and –sanctioned activities and events, as set forth in the Bylaws of USA Rugby, as they are amended on a periodic basis, which are available on the USA Rugby web site (www.usarugby.org).
- 3. I affirm that the Minor is 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 the Minor's citizenship status with the appropriate governmental agencies.
- 4. I am aware that USA Rugby has the right to revoke the Minor's CIPP enrollment, and therefore his/her eligibility to play or coach, in the event of any violation of the aforementioned statement.

I HAVE CAREFULLY READ THIS MEDICAL INSURANCE AGREEMENT AND BY SIGNING BELOW AGREE TO ALL OF ITS TERMS. I SIGN THIS DOCUMENT VOLUNTARILY AND WITH FULL UNDERSTANDING OF ITS TERMS AND LEGAL SIGNIFICANCE. I AM A PARENT/GUARDIAN OF THE MINOR, AND I ATTEST THAT I HAVE LEGAL RESPONSIBILITY OVER THE MINOR, AND FURTHER ATTEST THAT, IF I AM THE SOLE PARENT/GUARDIAN SIGNING BELOW, MY SIGNATURE IS SUFFICIENT TO CONSENT TO THE PARTICIPATION OF THE MINOR IN THE ACTIVITIES AND TO ENTER INTO THIS MEDICAL INSURANCE AGREEMENT ON BEHALF OF THE MINOR.

PROVIDE NAME OF MINOR:				
Parent/Guardian Signature	Printed Name	Date		
Parent/Guardian Signature	Printed Name	Date		

PLEASE PRINT, SIGN AND RETURN TO YOUR AFFILIATED CLUB

All clubs are required to maintain the signed waivers & releases in their possession for a minimum of three (3) years and provide to USA Rugby at any time upon request. For more information about USA Rugby's Liability Insurance protection, please visit: <a href="https://www.usarugby.org">www.usarugby.org</a>.

# Player's Code of Conduct

I hereby pledge to exhibit a positive attitude and be responsible for my participation as member of TRIBE Rugby by following this Code of Conduct:

- 1. Grades are my primary concern. I understand that in accordance with Southern California Youth Rugby requirements, all high school age players are required to maintain a minimum 2.0 GPA in order to be eligible for post-season playoff participation.
- 2. I will be committed to my team, showing the coaches my appreciation for the time they dedicate, and my respect to my teammates by attending the scheduled practices and matches. I understand that there is a proper uniform that I must wear to practice and to games.
- 3. I understand that good manners and respect are expected on and off the pitch. Respect for the referee is required by the laws for the players and expected by the team for the spectators (arguing with the referee, back talk, disrespectful behavior, or assault, either verbal or physical, will not be tolerated).
- 4. I understand that fighting on the pitch will not be tolerated. If a fight appears to be starting, it is the responsibility of the team to pull the offending player to a safe area. Fighting could get a player suspended from the league for a period of time determined by coaches and/or the disciplinary committee.
- 5. Rugby activities are those approved by the head coach, with a coach present at the activity (i.e. practices, games set-up, competition, and clean-up, approved social activities and fundraisers. If no coach is present, it is not a team-sanctioned activity, even if it starts as one.
- 6. I play for the enjoyment of the game, and I deserve to have fun during my rugby experience. I will alert parents or coaches if it stops being FUN!
- 7. I understand that racist, sexist, and bigoted jokes and statements will not be tolerated and that obscene or profane language, as determined by the coaches, is not acceptable.
- 8. I will encourage my parents to be involved with my team in some capacity because it's important to me.

TRIBE Rugby reserves the right to ask any player to leave the premises of a game, practice or team event if their behavior is not consistent with this code of conduct.

## ZERO TOLERANCE POLICY

Our club strictly adheres to a zero tolerance Substance Abuse Policy regarding the possession, use or distribution of alcohol or any illegal drug or controlled substance by any TRIBE Rugby player during a TRIBE Rugby sponsored event. Any player found to be in violation of this policy will be immediately suspended from participation in all TRIBE Rugby activities pending a full review of the circumstances by the ECRFC Board of Directors. The Board's findings may result in continued suspension, expulsion from the club or other disciplinary actions as deemed appropriate.

Player's Name	Date
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Signature	

## Parent and Spectator's Code of Conduct

I hereby pledge to provide positive support, care and encouragement for my child participating in High School Rugby by following this Code of Conduct:

- 1. I will encourage good sportsmanship by demonstrating positive support for all players, coaches, and officials at every game and at practice.
- 2. I will place the emotional and physical well-being of my child ahead of any personal desire to win.
- 3. I will insist that my child always plays by the Laws of the Game and plays in a safe and healthy environment.
- 4. I will set a good example by applauding good play on both sides, and I will never ridicule, humiliate or shout at young players for making a mistake, being injured or losing a match.
- 5. I will demand a drug, alcohol and tobacco-free sports environment for my child and agree to assist by refraining from their use at all matches.
- 6. I will remember that the game is for the players and not for the adults. I will not place emphasis on winning at all costs and I will do my very best to make rugby fun for my child and all participants.
- 7. I will encourage and expect my child to treat other players, coaches, fans and officials with respect.
- 8. I will promise to help my child enjoy the youth rugby experience within my personal constraints by assisting with coaching, being a respectful fan, providing transportation or whatever I am capable of doing.
- 9. I will applaud good play by the visiting team and show respect for our team's opponents. Without them there would not be a match.
- 10. I will not publicly question the referee's judgment and never their honesty.

Signature\_

TRIBE Rugby reserves the right to ask any parent to leave the premises of a game, practice or team event if their behavior is not consistent with this code of conduct.				
Parent Name	Date:			
Player I Support (printed name)				