

# • SOOKE RUGBY •

## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT



By signing this document you will waive certain legal rights. Please read carefully.

1. This is a binding legal agreement; therefore clarify any questions or concerns before signing. As a participant in the activities, programs, and services of Sooke Rugby, the undersigned acknowledges and agrees to the following terms:

Print Name \_\_\_\_\_



### INTENTION

2. This document was created using standard legal text for Canadian sports and physical activities. The purpose of this agreement is to inform anyone participating in Sooke Rugby of potential risks and to protect all participants in the event of an injury, loss or other damages described below. This document was created in good faith and all attempts have been made to make it clear and concise.



### DISCLAIMER

3. Sooke Rugby, their respective members, coaches, volunteers, officials, participants, sponsors, owners/operators of the facility, and representatives are not responsible for any injury, property damage, expense, loss of income, damage or loss of any kind suffered by me during, or as a result of the activities, caused in any manner whatsoever including, but not limited to, the negligence of the organizers.

I also understand that Sooke Rugby is casual in nature and is not associated with any official organization such as Rugby Canada, Rugby BC, Rugby Union / League, or any registered club or organization.

I have read and agree to be bound by the above sections (1 - 3).



### DESCRIPTION, ACKNOWLEDGMENT OF RISKS

4. I understand and acknowledge that the sport of Rugby has foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation the potential for serious bodily injury, permanent disability, paralysis and loss of life. The sport of Rugby is played on a grass field that can be slippery, hard, and can contain unforeseen objects.

I acknowledge that I am aware of the risks, dangers and hazards associated with or related to the sport of Rugby, a contact sport played without protective equipment. The risks, dangers and hazards include, but are not limited to, injuries from:

- Vigorous physical exertion and strenuous cardiovascular workouts
- Dry land training including weights, running, kicking, and jumping
- Injuries to the eyes, teeth, face, head and other body parts resulting from contact with other players, the ball, and the ground
- Exerting and stretching various muscle groups
- Bruises, sprains, cuts, scrapes, breaks and dislocations
- Falling because of slippery grass or objects (goose / dog poo)
- Spinal cord injuries which may render me permanently paralyzed
- Weather conditions which may result in hypothermia or heat exhaustion
- Travel to and from competitive events and associated non-competitive events, which are an integral part of the group activities.

## TERMS

5. In consideration of Sooke Rugby allowing me to participate, I agree:

- That my physical condition is appropriate to participate
- To comply with the rules and regulations for participation
- That if I observe an unusual significant hazard or risk, or if asked to do something that may cause discomfort, I will remove myself from participation and bring this to the attention of one of the organizers, coaches, or representatives immediately.
- That Sooke Rugby does not undertake to provide health, accident, disability, hospitalization, personal property, or other insurance for me in the activities and I affirm that I have ascertained appropriate insurance to protect myself.

## RELEASE OF LIABILITY

6. In consideration of Sooke Rugby allowing me to participate, I agree:

- That the sole responsibility for my safety remains with me.
- To ASSUME all risks arising out of, associated with or related to my participation.
- To WAIVE any and all claims that I may have now or in the future against Sooke Rugby.
- To freely ACCEPT and FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in Sooke Rugby, events, and programs.

7. To FOREVER RELEASE Sooke Rugby from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I may have or may in the future, that might arise out of, result from, or relate to my participation in the Sooke Rugby, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of Sooke Rugby.

## EXPECTATIONS & RULES

8. Sooke Rugby was created with the intention of providing an opportunity for male and female players, 18 year or older to learn, practice and participate in the game of Rugby. I agree to the following expectations and rules:

- Sooke Rugby is intended to be non-tackle with minimal contact.
- The nature of the game requires players to be in close contact that some may find uncomfortable.
- Sooke Rugby is not intended to be a "beer league". I agree to not consume alcohol or other substances during any arranged practice or event. Sooke Rugby takes no responsibility for substances consumed before or after practices or events.
- Field and equipment rentals require fees to retain and maintain. I agree that only participants with fees paid in full will be allowed to participate in any Sooke Rugby practices or activities.
- Sooke Rugby is intended to be a safe and welcoming environment for players of all levels. I agree and understand that any bullying or harassment will not be tolerated.
- Organizers will do their best to keep the group organized, assure fields are booked and inform all players of any changes with as much notice as possible. I agree to do my best to be considerate and inform members of the group of expected and unexpected absences.

I have read and agree to be bound by the above sections (4 - 8).

 **GENERAL**

9. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.

 **ACKNOWLEDGMENT**

10. I acknowledge that I have read this Agreement and understand it, that I have executed this Agreement voluntarily, and that this Agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Print Name of Participant \_\_\_\_\_

Signature of Participant \_\_\_\_\_

Date \_\_\_\_\_

 **COMMUNICATION**

Sooke rugby would like to send you information about practice times and any cancellations or changes, as well as important info on the team, interesting and relevant articles and polls / feedback questions. Please check one or both.

I would like to get the information via the Facebook group.

I would like to get the information via the weekly email newsletter.

Your Email \_\_\_\_\_

 **MEDIA RELEASE**

By checking this box you give consent to having Sooke Rugby to use your image for promotional use including on social media, marketing materials, and other team related activities. (Optional)

 [SOOKERUGBY.CA](http://SOOKERUGBY.CA)

 [FACEBOOK.COM/GROUPS/SOOKERUGBY](https://FACEBOOK.COM/GROUPS/SOOKERUGBY)

 [CONTACT@SOOKERUGBY.CA](mailto:CONTACT@SOOKERUGBY.CA)

 [INSTAGRAM.COM/SOOKERUGBY](https://INSTAGRAM.COM/SOOKERUGBY)