

## RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

### RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability and Indemnity Agreement is entered into by the following parent/guardian, \_\_\_\_\_, and the following child-participant, \_\_\_\_\_ (collectively, "the Undersigned"). The Undersigned understand that rugby football is a physical sport with the possibility of injury. With that knowledge, the Undersigned hereby accept the risks that accompany participation in rugby football and confirm that the participating child is cleared for physical activity and exercise. The Undersigned agree that they will not hold the **Clemson Rugby Foundation, Inc. or Clemson Rugby Properties, LLC (collectively referred to hereinafter as "the CRF")**, or any coaches, administrators, officials, staff, representatives, employees, agents (including volunteers), insurers, or re-insurers liable for any and all claims including, but not limited to, injury, sickness, disability, paralysis, or death; that may result from participation in the sport of rugby or from participation in **CRF activities**.

RELEASE AND WAIVER OF LIABILITY: IN CONSIDERATION OF THE UNDERSIGNED'S RIGHT TO PARTICIPATE, THE UNDERSIGNED HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE **the CRF**, or any coaches, administrators, officials, staff, representatives, employees, agents (including volunteers), insurers, or re-insurers for any and all claims including, but not limited to, injury, sickness, disability, paralysis, or death; that may result from participation in the sport of rugby or from participation in **CRF activities**.

1. The Undersigned acknowledge the potential risk(s) related to the novel coronavirus, COVID-19, that could occur by travel and participation related to rugby and other activities of the CRF Rugby Camp. These activities could result in risk to the Undersigned spreading or contracting COVID-19, and waive all claims against the CRF for potential exposure, transmission, and complications that may result from such exposure, and the Undersigned still voluntarily choose to participate in rugby and related activities at the CRF Rugby Camp. I further certify that of the Undersigned are not currently infected with COVID-19, the Undersigned do not currently have a fever or symptoms of COVID-19, and the Undersigned have not been exposed or potentially exposed within the past two weeks.
2. THE UNDERSIGNED AGREE THAT THIS RELEASE IS BINDING AND EFFECTIVE AS TO THEMSELVES AS WELL AS TO THEIR PERSONAL REPRESENTATIVES, ESTATES, ASSIGNS, HEIRS, AND NEXT OF KIN AND THAT IT APPLIES TO ANY AND ALL LOSS OR DAMAGE INCLUDING, BUT NOT LIMITED TO, INJURY, DISABILITY OR DEATH. The Undersigned Parent/Guardian gives permission for the coaches and/or organizers of the CRF to act as a guardian to the above-named Child-Participant

in the case that the above-named Child-Participant is in need of medical assistance and the Undersigned Parent/Guardian (or other Parent/Guardian provided herein) cannot be reached.

3. The Undersigned understand 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 agree 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.
4. **DUTY TO INDEMNIFY AND DEFEND.** The Undersigned further agree to indemnify, defend, and hold harmless CRF, its officers, employees, agents, successors and assignees (the "Indemnified Parties") from and against any and all claims and liabilities resulting from participation in CRF activities.

#### **PHOTO, PRESS, AUDIO, AND ELECTRONIC MEDIA RELEASE FOR MINORS**

I hereby grant permission to the CRF to use, including to display publicly, the above-named child-participant's image, likeness, or voice recording on a CRF-related web site or in any other official CRF publications without further notice or compensation. I hereby consent that any such image, likeness, or voice contained in photographs, recordings, and tapes are the property of **CRF**, which shall have the right to print, reprint, publish, copy, vend, perform or represent publicly, or create derivative works based on and using the image, likeness, or voice depicted in such photograph, film, or sound recording, as it may desire free and clear of any claim whatsoever on my part or the part of the above-named minor.

I also understand that once the above-named child-participant's image, likeness, or voice recording is published on a web site, it can be downloaded by any computer user. Personal information, such as a minor's full name, parent/guardian's names, addresses and telephone number will never be published. If a minor's name is used with a photograph, film, or sound recording, it will be in the form of a first name and last initial. For example, student Jane Doe may be listed as "Jane D."

The Undersigned further agree to indemnify, defend, and hold harmless CRF, its officers, employees, agents, successors and assignees (the "Indemnified Parties") from and against any and all claims and liabilities resulting from publishing such image, likeness, or voice recording.

#### **CONSENT TO TREAT & RELEASE**

The Undersigned hereby give permission to the coaches, trainers, staff, or other agents (including volunteers) of the **CRF** to take whatever action is necessary for the health and welfare

of the above-named Child-Participant, including consenting on behalf of the Undersigned to any and all medical treatments, procedures, operations, and/or hospitalizations. The Undersigned further agrees to hold the CRF harmless and indemnify the CRF for all medical bills incurred for the treatment of the above-named Child-Participant. The Undersigned understand and acknowledge that rugby is a sport that can result in serious injury. The Undersigned hold the **CRF**, its coaches, trainers, staff members, and agents (including volunteers) harmless and hereby release them from liability for any injury to the above-named Child-Participant while attending the CRF activities.

\*Parents will be contacted in the event of any injury to their son/daughter while attending class.\*

**ACKNOWLEDGEMENT OF VOLUNTARY AGREEMENT**

**THE UNDERSIGNED HAS CAREFULLY READ, FULLY UNDERSTANDS, AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, UNDERSTANDS THAT HE/SHE IS GIVING UP CONSIDERABLE LEGAL RIGHTS BY SIGNING THIS AGREEMENT, AND AGREES TO ACCEPT AND FOLLOW EACH AND ALL OF THE TERMS SET FORTH IN THIS AGREEMENT, AND ANY APPLICABLE CRF ACTIVITY RULES. THE UNDERSIGNED FURTHER AGREES THAT NO ORAL REPRESENTATIONS OR STATEMENTS REGARDING PARTICIPATION IN CRF ACTIVITIES THAT CONFLICT WITH THE FOREGOING AGREEMENT OR RULES HAVE BEEN MADE. BY SIGNING THIS AGREEMENT, THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT CANNOT BE MODIFIED ORALLY.**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature of Child-Participant

\_\_\_\_\_  
Date

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

