

PARENTAL PERMISSION, WAIVER AND RELEASE

PLAYER'S NAME: _____ (the "Player").

1. Player, and his custodial parent(s) and/or legal guardian(s) (together referred to as the "Undersigned"), hereby consent to Player's participation with the Portland Rugby Team (the "Team"). The Undersigned understand and agree that participation includes, but is not limited to, practice sessions, games, meetings, functions, parties, fund-raising, and the like, and transportation to and from these activities. The Undersigned further understand and agree that that transportation will usually be via private automobile and that drivers will include adults, other players and students. The Undersigned understand that some drivers may be underinsured or uninsured and the Undersigned agree 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 coaches and staff and against New England Rugby Union officials and administrators.

2. The Undersigned understand and agree that the team is not sponsored by Portland High School or the Portland School Department, and as such, these institutions and their administrators and officials are not responsible or liable for injury, sickness, disability, paralysis or death that may result from Player's participation with the team and all claims against said entities and individuals are waived.

3. The Undersigned understand that there are no salaried coaches or administrators assisting the team. All those who help are volunteers.

4. The Undersigned understand that players on the team may include boys 19 years of age and younger and that the Team will only compete against other youth.

5. The Undersigned understand that rugby is an exciting, rough, physical contact sport and that as with all sports, the possibility of injury, be it serious or minor, always exists. The Undersigned hereby accept the risks that accompany participation. The Undersigned agree that they will not hold the Team coaching staff and New England Rugby Union and its officials and administrators responsible for injury, sickness, disability, paralysis or death that may result from participation with the Team and all claims arising from such participation are waived.

RELEASE AND WAIVER OF LIABILITY: IN CONSIDERATION OF PLAYER'S RIGHT TO PARTICIPATE, THE UNDERSIGNED HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the coaches, officials, and/or administrators of the Team, the Youth Rugby Association, New England Rugby Union, Portland High School, and Portland School Department, and sponsors and workers. THE UNDERSIGNED AGREE 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 understand 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 have had the opportunity to seek legal advice before signing this release and have either done so or voluntarily elected not to and waive this opportunity.

6. The Undersigned understand that there is not a medical physician or trainer at the Team's games or practice sessions.

7. The Undersigned understand and agree to be solely responsible for the following:

- a. To see that Player has a physical to determine that he is able and fit to play rugby;
- b. To see that Player has appropriate medical insurance;
- c. To see that Player wears a mouthpiece during ALL practices and games;
- d. To see that Player abides by all team rules and instructions;
- e. To see that Player avoids the use of alcohol, tobacco, and/or controlled substances without proper prescription; and
- f. To see that Player keeps his personal life clean and in accordance with laws and regulations.

We have read and understand and agree to the information and waiver and release of liability as set forth above.

(X) _____ Date: _____
Player

(X) _____ Date: _____
Custodial Parent/Legal Guardian

(X) _____ Date: _____
Custodial Parent/Legal Guardian

