

## **ASSUMPTION OF RISK, WAIVER, INDEMNITY AND PERMISSION OF USE AGREEMENT ("Agreement")**

Rock Rugby Academy, provides facilities, training services and equipment for use in rugby training and recreational activities for use by its participants, including, but not limited to employees, staff, instructors, volunteers, participants, and spectators.

The undersigned participant, or parent/legal guardian/legal representative of participant, if participant is a minor or incapacitated ("Participant"), in consideration of Participant's use of the facilities, training services, equipment or presence for any reason, in any way at Rock Rugby Academy, Rock Rugby, Inc. and any and all of its affiliated entities its successors and assigns, officers, directors, shareholders and members, employees, officials and agents, and the owners and lessors of the premises, including Rock Real Estate Properties LLC ("Rock Rugby Academy") acknowledge and agree as follows:

### **ASSUMPTION OF RISK:**

Rugby is a physical activity, and by nature carries inherent risks that cannot be eliminated regardless of the care taken to avoid injury and/or illness. The use of Rock Rugby Academy's facilities, training services and equipment involve close encounters with solid, fast-moving objects and projectiles. Rugby activities involve strenuous exertions of physical strength, use of various and multiple muscle groups, quick movement involving speed and change of direction, and sustained physical activity placing stress on joints and the cardiovascular system. The use of Rock Rugby Academy's facilities, training services, and equipment does not guarantee Participant's safety, regardless of the use of protective equipment, injuries may still occur as a result of factors outside of Rock Rugby Academy's control.

The specific risks of injury that may occur engaging in rugby activities vary, potential injuries may include, but are not limited to: 1) minor injuries such as scratches, bruises, and sprains; 2) serious injuries such as broken bones, broken teeth, concussion, eye injuries or loss of eyesight, joint injuries, back injuries or heart attacks; and 3) catastrophic injuries, including paralysis and death.

Rock Rugby Academy provides its facilities and equipment in an "as is" condition, without warranty or guarantee that the facility or piece of equipment will eliminate a participant's risk for injury, or that the equipment has been inspected or tested by Rock Rugby Academy prior to each individual participant's use.

PARTICIPANT HAS READ THE PREVIOUS ASSUMPTION OF RISK PARAGRAPHS AND KNOWS, UNDERSTANDS, AND APPRECIATES THESE AND OTHER RISKS THAT ARE INHERENT IN THE USE OF THE FACILITIES, ACTIVITIES HELD, AND EQUIPMENT PROVIDED BY ROCK RUGBY ACADEMY. PARTICIPANT'S USE OF ROCK RUGBY ACADEMY, PARTICIPATION IN ACTIVITIES AND USE OF EQUIPMENT IS VOLUNTARY, AND PARTICIPANT KNOWINGLY AND INTENTIONALLY ASSUMES ALL SUCH RISKS OF INJURY, DEATH, AND/OR LOSS OF PROPERTY.

### **COVID-19 AND OTHER SERIOUS ILLNESSES:**

Participant understands that while cleaning procedures may reduce their presence, natural pathogens including but not limited to bacteria, viruses, mold and mildew may be present at Rock Rugby Academy and Participant may be exposed to same while at Rock Rugby Academy or participating in Rock Rugby Academy related activities and that those natural pathogens may cause me illness or other bodily injury.

PARTICIPANT ACKNOWLEDGES AND UNDERSTANDS THAT ROCK RUGBY ACADEMY CANNOT GUARANTEE PARTICIPANTS AND/OR VISITORS WILL NOT BECOME INFECTED WITH COVID-19, OR OTHER SERIOUS ILLNESSES FROM EXPOSURE AT ROCK RUGBY ACADEMY.

### **WAIVER OF LIABILITY:**

Participant, Participant's heirs, next of kin, personal representatives or assigns, minors of who Participant is the parent or guardian or have responsibility for, and guests accompanying Participant, whether or not they make use of the facilities, training service, or equipment (collectively the PARTICIPANTS), do hereby release, waive,

discharge, covenant not to sue and agree to indemnify, save and hold harmless, Rock Rugby Academy, its officers, directors, independent contractors, employees, volunteers, event holders, event sponsors, and members (collectively the "Released Parties"), from liability resulting from any and all claims, demands, losses or damages, claimed by, or on behalf of Participants, resulting from illness, disability, personal injury, death, property damage, theft or actions of any kind. Participant further agrees that if, despite this Agreement, Participant or anyone on Participant's behalf make a claim against Rock Rugby Academy or the above named Released Parties, Participant will indemnify, save and hold harmless Rock Rugby Academy and/or the Released Parties from any litigation expenses, attorney's fees, liability, damages, or costs any may incur as a result of any such claim.

Participant and/or Participant's parent or legal guardian, if participant is a minor, agrees that he/she is responsible for conduct and behavior of all minors and guests that accompany Participant regardless of whether or not they use the facilities, training services, or equipment. Participant agrees to reimburse Rock Rugby Academy for all costs, expenses or fees or damages incurred by Rock Rugby Academy, including damages to the facility and equipment, arising out of Participant's conduct or the conduct of any minors and guests that accompany Participant.

**INDEMNITY:**

Participant agrees to indemnify and hold Rock Rugby Academy harmless from any and all claims, actions, suits, procedures, costs, expenses, damages, losses and liabilities, including attorney's fees, brought by Participant, any other participant, or any third party, as a result of Participant's use of, or from observation of the use of, Rock Rugby Academy provided facilities, training services or equipment. Participant also agrees to reimburse Rock Rugby Academy for any such costs, expenses, fees or damages incurred by Participant, any other participant, or any third party, as a result of Participant's use of, or from observation of the use of Rock Rugby Academy provided facilities, training services or equipment.

**PERMISSION FOR USE OF IMAGE, NAME AND STATEMENTS:**

Participant understands that Rock Rugby Academy, in the general operation of its business, may obtain photographs, video or other recordings of participants using the facilities, training services and equipment of Rock Rugby Academy, regardless of the participant's age or level of skill. Participant grants to Rock Rugby Academy permission to use or reproduce Participant's name, image, likeness, photographic image, videographic image, or any oral or written recorded statement of Participant related to Participant's use of Rock Rugby Academy's facilities, training service or equipment in any Rock Rugby Academy training materials, broadcast, advertisement, brochures, web-pages or web-based publications associated with Rock Rugby Academy.

Participant understands that Rock Rugby Academy will rely on this permission and release in producing, broadcasting, posting, and distributing materials for Rock Rugby Academy. Participant also acknowledges and understands that Participant will not receive compensation of any kind from Rock Rugby Academy related to this permission and release, or from the materials covered by this permission and release.

**SAFETY:**

Participant agrees to comply with all of Rock Rugby Academy's safety rules, procedures and requirements, including, but not limited to, wearing protective gear. Participant understands failure to comply may result in Rock Rugby Academy terminating Participant's use of the facilities, training services, and equipment at Rock Rugby Academy's sole and absolute discretion.

**SEVERABILITY:**

The undersigned further expressly agrees that the foregoing assumption of risk, waiver of liability, indemnity, and permission for the use of image, name and statements is intended to be as broad and inclusive as is permitted by applicable law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**FURTHER ACKNOWLEDGEMENT OF UNDERSTANDING**

PARTICIPANT HAS READ AND FULLY UNDERSTANDS THE TERMS OF THIS AGREEMENT. PARTICIPANT FURTHER UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, PARTICIPANT IS WAIVING SUBSTANTIAL RIGHTS INCLUDING THE RIGHT TO SUE. PARTICIPANT ACKNOWLEDGES THAT HE/SHE IS SIGNING THIS AGREEMENT FREELY, AND VOLUNTARILY, AND PARTICIPANT INTENDS THAT THIS BE A COMPLETE UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

**Participant Name:** \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant or  
Participant's Parent/Guardian/Legal Representative

\_\_\_\_\_  
Printed Name of Signor (if signed by Parent/Guardian/Legal Representative)

\_\_\_\_\_  
Date