

WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK

WHEREAS THE UNDERSIGNED DESIRES TO PARTICPATE AS A MEMBER AND/OR PLAYER WITH AUSTIN BLACKS RUGBY;

WHEREAS THE UNDERSIGNED ACKNOWLEDGES THE RISKS OF INJURY AND/OR CONTRACTING COMMUNICABLE DESEASES AS WELL AS VARIOUS TYPES OF BODILY INJURIES FROM PARTICIPATING AS A CLUB MEMBER AND/OR PLAYER IN THE AUSTIN RUGBY CLUB;

WHEREAS THE UNDERSIGNED ASSUMES SUCH RISKS;

THEREFORE, IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE AS A CLUB MEMBER AND/OR PLAYER WITH AUSTIN BLACKS RUGBY, WHICH INCLUDE BUT ARE NOT LIMITED TO, PRACTICES, MATCHES, SOCIAL EVENTS, WORK PARTIES, THE UNDERSIGNED ACKNOWLEDGES AND AGREES TO THE FOLLOWING:

- 1. That participation as a club member/player with Austin Blacks Rugby includes but is not limited to the following activities and risks:
 - a. participation in extremely physical activities, including but not limited to practice and rugby matches that involve close proximity to numerous other individuals, as well as bodily contact on a frequent if not constant basis wherein there is frequent if not constant exposure to other persons bodily fluids, including, but not limited to, sweat, blood, saliva and various other bodily excretions.**
 - b. That such physical activities usually result in various injuries including breaking of the skin in several areas thereby exposing one to bodily fluids which may be carrying, including, but not limited to COVID-19 and various other communicable and infectious diseases.****
- 2. I KNOWINGLY AND FREELY ASSUME THE RISK LISTED HEREIN, KNOWN AND UNKOWN, INCLUDING THOSE THAT ARISE AS A RESULT OF THE NEGLIGENCE THE RELEASEES AND/OR OWNERS OF THE PREMISES OR OTHERS AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION AND PRESENCE.**
- 3. I WILL COMPLY WITH ANY AND ALL CONDITIONS FOR PARTICIPATION AS REQUESTED.**
- 4. I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY RELEASE AND HOLD HARMLESS AUSTIN BLACKS RUGBY, THEIR OFFICERS, OFFICIALS, AGENTS, AND/OR EMPLOYEES, SPONSORING AGENCIES, SPONSORS, ADVERTISERS AND OWNERS AND LESSORS OF THE PREMISES UTILIZED TO CONDUCT THE AFORMENTIONED ACTIVITIES, WITH RESPECT TO ANY ILLNESS, DISABILITY, DEATH, OR THE LOSS OR DAMAGE TO PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW AND IN ACCORDANCE WITH THIS AGREEMENT.**

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND THE TERMS AND UNDERSTAND I HAVE FREELY WAIVED AND GIVEN UP SUBSTANTIAL RIGHTS IN SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

NAME _____

SIGNATURE _____

DATE SIGNED _____