



## Vulcan 7s and Alabama State Games Rugby Waiver and Roster Form for 2017



Team Name \_\_\_\_\_

**Bracket** (Circle One Below):

Under 9	Under 12	Under 15	Under 19	Other (write in)
Senior Men's Qualifier	Senior Men's Non-Qualifier	Collegiate Men's	Senior Women's	Collegiate Women's

### Waiver:

In consideration of the privilege to participate in Birmingham Rugby Club Foundation ("Birmingham Rugby") and ASF Foundation Alabama State Games ("ASF") events and activities (the "Events"), I and my parent/guardian, if applicable, acknowledge and agree as follows:

Rugby is a physical, contact, sport that requires good health and fitness. Participation can be hazardous, present a danger to me, and involves the risk of injury, disability, paralysis and/or death. The risks may arise out of, among other things, contact and/or participation with other participants, spectators, equipment, field, facility and/or fixed objects, falls, collisions, rough play, other mishaps, exposure to adverse weather conditions, flaws and defects in equipment and facilities, irregular field conditions, negligent field maintenance, negligent officiating, negligent coaching and negligent participation. Risks may be caused by my own actions, or inaction, the actions or inaction of others participants, or the condition of the facilities in which the Events take place. I acknowledge that participation may involve loss or damage to me or my property, including, but not limited to, the risk of paralysis, permanent disability, or death, other unforeseen consequences, severe social and economic losses. Further, there may be other risks or losses not known or not reasonably foreseeable. I CONSENT TO PARTICIPATION IN THE EVENTS AND FULLY ACCEPT AND ASSUME ALL THE RISKS AND/OR LOSSES, KNOWN AND UNKNOWN, AND ACCEPT PERSONAL RESPONSIBILITY FOR ANY AND ALL DAMAGES FOLLOWING ANY LOSS, DAMAGE, INJURY, PERMANENT DISABILITY, OR DEATH AND ALL RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES INCURRED AS A RESULT OF SUCH PARTICIPATION.

I am qualified to participate. If at any time I believe conditions to be unsafe, I will immediately discontinue further participation. I have no illness, disease or existing condition, I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Events. I have not been advised against participating by a health professional. I will wear properly-fitted and appropriate shoes, and other protective equipment (e.g., mouth-pieces), as provided by rugby rules, while participating in all Events.

I, and my estate, heirs, executors, administrators, parents/guardians, personal representatives, successors, assign, and next of kin, hereby agree to forever RELEASE, REMISE, ACQUIT, WAIVE LIABILITY, DISCHARGE, HOLD HARMLESS, INDEMNIFY, AND AGREE NOT TO SUE, Birmingham Rugby, ASF, and their associated directors, administrators, officers, managers, principals, employees, coaches, trainers, volunteers, sponsors and advertisers, affiliated clubs, promoters,

other Event participants, spectators, invitees, operators, officials, owners and lessees of premises used to conduct the Events and other agents, estates or executors (the "Released Parties") from any and all liability, claims, demands, losses, causes of action, judgments, executions, medical expenses, lost opportunities, attorneys' fees, costs, expenses, and/or damages, to the broadest extent permitted by applicable law, of any kind whatsoever, in law or equity, on account of any damages, or injury, including, but not limited to, paralysis, permanent injury, death, or damage to property, caused or alleged to be caused in whole or in part by the Released Parties, including, but not limited to for the Released Parties' negligence, or otherwise incurred in the conduct of or as a result of participation in the Events. Further, I agree that if, despite this release, I or any other person makes a claim on my behalf against any of the Released Parties, unless, and to the extent prohibited by law, I and my parent/guardian, if applicable, will indemnify, save, and hold harmless the Released Parties from any liability, litigation expense, attorneys' fees, costs, expenses, losses, damages, or judgments that the Released Party may incur as a result of any such claim, including, but not limited to claims to enforce this agreement, whether asserted by me, my parent/guardian, or any other person.

Birmingham Rugby, ASF, and the Events' organizers do not carry or offer insurance that covers my participation. Therefore, I should have a current, active, insurance policies in force, which covers my participation. I am responsible for any and all medical expenses arising from my participation.

I have the right and responsibility to inspect the equipment and facilities prior to the Events and, if I believe that anything may be unsafe, I will refuse to participate. My participation constitutes an acknowledgement that all facilities and equipment thereon have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose intended.

I authorize my photograph, picture or likeness, and voice to appear in any documentary, promotion (including advertising), television, video, or radio coverage of the Events, without compensation.

I understand and agree that this document is intended to be as broad and inclusive as permitted under applicable law and shall be governed by Alabama law. In the event of a dispute, the exclusive venue and jurisdiction for any lawsuit arising out of such dispute shall be the state court of Jefferson County, Alabama. I further agree that the substantive law of Alabama shall apply without regard to any conflict of law rules.

This agreement cannot be modified orally and written modifications can only be accepted upon execution of a separate agreement by the Released Parties.

If any provision of this document is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this document had been executed with the invalid provision eliminated.

BY SIGNING THIS DOCUMENT I ACKNOWLEDGE THAT I AM AGREEING TO RELEASE THE RELEASED PARTIES FROM ANY LIABILITY. I HAVE THEREFORE BEEN ADVISED TO READ THIS DOCUMENT CAREFULLY BEFORE SIGNING IT.

ALL OF THE UNDERSIGNED HAVE READ THE WAIVERS AND RELEASE OF LIABILITY AND UNDERSTAND THAT THEY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING AND ACKNOWLEDGE THAT THEY HAVE SIGNED VOLUNTARILY.

I, OR MY PARENT(S)/GUARDIAN(S), IF APPLICABLE, HEREBY CERTIFY THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS AGREEMENT AND ITS TERMS. PRIOR TO SIGNING THIS AGREEMENT, I, OR MY PARENT(S)/GUARDIAN(S), IF APPLICABLE, HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THIS AGREEMENT. I AM AWARE, BY SIGNING THIS AGREEMENT, THAT I ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN RIGHTS THAT I AND EACH OF MY HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDIANS, CONSERVATORS,

EXECUTORS, ADMINISTRATORS, TRUSTEES AND ASSIGNS MAY HAVE AGAINST RELEASED PARTIES. THIS RELEASE SHALL BE EFFECTIVE AND BINDING UPON ME.

I FURTHER REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE. IF I AM UNDER THE AGE OF 18, MY PARENT OR GUARDIAN HAS SIGNED THIS FORM BELOW AND REPRESENTS THAT THEY ARE THE PARENT/GUARDIAN OF THE UNDERSIGNED PLAYER, WHO IS UNDER 18 YEARS OF AGE, THAT THEY HAVE READ THE ABOVE RELEASE AND ARE FULLY FAMILIAR WITH THE CONTENTS. IN CONSIDERATION FOR ALLOWING MY CHILD/WARD TO PARTICIPATE IN EVENTS, I HEREBY CONSENT TO THE FOREGOING ON BEHALF OF MY CHILD/WARD AND AGREE THAT THIS RELEASE SHALL BE BINDING UPON ME, MY CHILD/WARD, HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS.

Coach/Captain/Administrator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Coach/Captain/Administrator Printed Name: \_\_\_\_\_

Player Name	USA Rugby Membership (CIPP) #	Age as of Sept. 1, 2016	Phone Number (if applicable)	Emergency Contact Phone Number
Participant's Signature			Date	
Parent/guardian signature (if participant under 19)			Date	
Printed name of parent/guardian (if participant under 19)				

Player Name	USA Rugby Membership (CIPP) #	Age as of Sept. 1, 2016	Phone Number (if applicable)	Emergency Contact Phone Number
Participant's Signature			Date	
Parent/guardian signature (if participant under 19)			Date	
Printed name of parent/guardian (if participant under 19)				

Player Name	USA Rugby Membership (CIPP) #	Age as of Sept. 1, 2016	Phone Number (if applicable)	Emergency Contact Phone Number
Participant's Signature			Date	
Parent/guardian signature (if participant under 19)			Date	
Printed name of parent/guardian (if participant under 19)				

Player Name	USA Rugby Membership (CIPP) #	Age as of Sept. 1, 2016	Phone Number (if applicable)	Emergency Contact Phone Number
Participant's Signature			Date	
Parent/guardian signature (if participant under 19)			Date	
Printed name of parent/guardian (if participant under 19)				

Player Name	USA Rugby Membership (CIPP) #	Age as of Sept. 1, 2016	Phone Number (if applicable)	Emergency Contact Phone Number
Participant's Signature			Date	
Parent/guardian signature (if participant under 19)			Date	
Printed name of parent/guardian (if participant under 19)				

Player Name	USA Rugby Membership (CIPP) #	Age as of Sept. 1, 2016	Phone Number (if applicable)	Emergency Contact Phone Number
Participant's Signature			Date	
Parent/guardian signature (if participant under 19)			Date	
Printed name of parent/guardian (if participant under 19)				

<b>Player Name</b>	<b>USA Rugby Membership (CIPP) #</b>	<b>Age as of Sept. 1, 2016</b>	<b>Phone Number (if applicable)</b>	<b>Emergency Contact Phone Number</b>
<b>Participant's Signature</b>			<b>Date</b>	
<b>Parent/guardian signature (if participant under 19)</b>			<b>Date</b>	
<b>Printed name of parent/guardian (if participant under 19)</b>				

<b>Player Name</b>	<b>USA Rugby Membership (CIPP) #</b>	<b>Age as of Sept. 1, 2016</b>	<b>Phone Number (if applicable)</b>	<b>Emergency Contact Phone Number</b>
<b>Participant's Signature</b>			<b>Date</b>	
<b>Parent/guardian signature (if participant under 19)</b>			<b>Date</b>	
<b>Printed name of parent/guardian (if participant under 19)</b>				

<b>Player Name</b>	<b>USA Rugby Membership (CIPP) #</b>	<b>Age as of Sept. 1, 2016</b>	<b>Phone Number (if applicable)</b>	<b>Emergency Contact Phone Number</b>
<b>Participant's Signature</b>			<b>Date</b>	
<b>Parent/guardian signature (if participant under 19)</b>			<b>Date</b>	
<b>Printed name of parent/guardian (if participant under 19)</b>				

<b>Player Name</b>	<b>USA Rugby Membership (CIPP) #</b>	<b>Age as of Sept. 1, 2016</b>	<b>Phone Number (if applicable)</b>	<b>Emergency Contact Phone Number</b>
<b>Participant's Signature</b>			<b>Date</b>	
<b>Parent/guardian signature (if participant under 19)</b>			<b>Date</b>	
<b>Printed name of parent/guardian (if participant under 19)</b>				

Player Name	USA Rugby Membership (CIPP) #	Age as of Sept. 1, 2016	Phone Number (if applicable)	Emergency Contact Phone Number
Participant's Signature			Date	
Parent/guardian signature (if participant under 19)			Date	
Printed name of parent/guardian (if participant under 19)				

Player Name	USA Rugby Membership (CIPP) #	Age as of Sept. 1, 2016	Phone Number (if applicable)	Emergency Contact Phone Number
Participant's Signature			Date	
Parent/guardian signature (if participant under 19)			Date	
Printed name of parent/guardian (if participant under 19)				

**Note: This can be mailed to:**

**Birmingham Rugby**  
**PO Box 59262**  
**Birmingham, AL 35259**