

Liability Waiver & Release, Assumption of Risk

In consideration of me being permitted to participate in any way in **Naples Rugby Football Club a/k/a Hammerhead Rugby, USA Rugby, their member unions, Clubs, organizations and individuals** sponsored activities (“Activity”), I agree:

1. I understand the nature/danger of **Naples Rugby Football Club a/k/a Hammerhead Rugby and USA Rugby** activities and believe that I am qualified to participate in such activity. I further acknowledge that I am aware the Activity will be conducted in facility open to the public during the activity. I further agreed/warrant that if at the time I believe conditions to be unsafe, I will immediately cease further participation in the Activity.
2. I FULLY UNDERSTAND that: (a) **Naples Rugby Football Club a/k/a Hammerhead Rugby and USA Rugby** activities involve risk of danger of **SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS & DEATH**. (“ Risk”); (b) these Risks and dangers may be caused by my own actions, or inaction’s, the actions or inaction’s of others participating in the Activity, the conditions in which the Activity takes place, or the **NEGLIGENCE OF THE RELEASEES NAMED BELOW**; (c) there may be other risks and social and economic losses either not known to me or not readily Foreseeable at this time; **and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR THE LOSSES, COSTS, AND DAMAGES** incurred as a result of my participation in the activity
3. **I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREED TO INDEMNIFY AND SAVE AND HOLD HARMLESS NAPLES RUGBY FOOTBALL CLUB A/K/A HAMMERHEAD RUGBY AND USA RUGBY**, their member unions, territorial unions, clubs, respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place (each considered one of the “Releasees” herein) from all liability, claims demands, losses, or damage is on my account caused or alleged to be caused in whole or part by the negligence of the “Releasees” or otherwise, including any negligent rescue operations and further agree that if, despite this release, I or anyone on my behalf makes a claim against any of the “Releasees” named above, **I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOST LIABILITY, DAMAGE OR COSTS ANY MAY INCUR AS A RESULT OF ANY SUCH CLAIM.**

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND IT’S TERMS, UNDERSTAND THAT I HAVE GIVEN A SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT

Signature

Printed Name

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