

**ASSUMPTION OF RISK, ACKNOWLEDGEMENT OF WAIVER AND
RELEASE OF LIABILITY, AND RELEASE FOR SAN DIEGO ARMADA
RUGBY FOOTBALL CLUB PRACTICE**

In consideration of me being allowed to participate in any rugby practice conducted under the auspices of San Diego Armada Rugby Football Club, its member unions, clubs, organizations and individuals (the "Activity"), I agree that:

1. I understand the dangers that may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity and the conditions under which the Activity is conducted. I understand the nature of the Activity and acknowledge that I am qualified to participate in such Activity. I further acknowledge that I am aware that the Activity will be conducted in facilities open to the public during the Activity. I further agree and warrant that, if at any time, I believe conditions to be unsafe. I will immediately discontinue further participation in the Activity.
2. I fully understand that; (a) the Activity involves risks and dangers of SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("Risks"); (b) 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 ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES incurred as a result of my participation in the Activity.
3. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE AND AGREE TO HOLD HARMLESS San Diego Armada Rugby Football Club, its respective administrators, members, directors, agents, officers, volunteers and employees, local organizing committees, other participants, any sponsors, advertisers, 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 damages on account caused or alleged to be caused in whole or in part by any act or omission of the "Releasees" in connection with the Activity or otherwise, including rescue operations, and further agree that if, despite this release, I or anyone on my behalf makes a claim against an of the Releasees named above, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEYS FEES, LOSS LIABILITY, DAMAGE OR COST ANY MAY INCUR AS THE RESULT OF SUCH CLAIM.
4. I agree to abide by all International Rugby Board, USA Rugby, International Gay Rugby Association and Board, Southern California Rugby Football Union, territorial and local area union rules and regulations, including to be bound by the arbitration procedures therein, that I am aware of and understand, for any dispute regarding my right to participate in the Activity, as set forth in the Bylaws of the San Diego Armada Rugby Football Club, as they are amended on a periodic basis which I understand are available by request or on the San Diego Armada Rugby Football Club website (<http://www.sdarmada.org>).
5. I affirm that I am not suspended or banned from play or participation by any club, local area union, territorial union or national union.
6. I am aware that the San Diego Armada Rugby Football Club has the right to revoke or deny the ability to practice in any event of any violation of the aforementioned statements.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY WITHOUT AND INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT 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.

THIS RELEASE WILL EXPIRE 30 DAYS FROM SIGNATURE DATE AT WHICH TIME YOU WILL BE REQUIRED TO BECOME A MEMBER OF THE SAN DIEGO ARMADA RUGBY FOOTBALL CLUB OR CEASE TO PRACTICE.

Name/Date (Please Print)

Signature of Witness

Signature/Date

Signature of Secretary/Date