



Declaration and release of liability for participation in Masters Rugby

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DECLARATION AND RELEASE OF LIABILITY FOR PARTICIPATION IN MASTERS RUGBY

This RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter referred to as the “**Masters Release Agreement**”) is in favour of Rugby Canada, Provincial Union and Rugby Club, also known as the Canadian Rugby Union (“**Rugby Canada**”), along with its directors, officers, employees, instructors, agents, athletes, representatives, independent contractors, subcontractors, suppliers, sponsors, successors, volunteers, trainers, medical doctors, first aid attendants and assigns (hereinafter collectively referred to as the “**Releasees**”).

Please read this entire Release Agreement carefully and complete all of the areas below requiring you to submit or confirm information, and sign this document where indicated. **By signing this document, you are agreeing to waive certain legal rights, including the right to sue or claim compensation against the Releasees for loss relating to any below-noted event.**

If any provision of this Masters Release Agreement conflicts with the general “Participation Agreement & Release of Liability”, the provision in the Masters Release Agreement will govern.

1. ACKNOWLEDGEMENT:

I understand and acknowledge that signing this document is a pre-condition for participation in Rugby Canada-sanctioned events and training (the “**Activities**”).

I acknowledge I am of legal age of majority.

I understand and acknowledge that there are risks, hazards, and dangers related to participation in the Activities, including but not limited to: serious bodily injury, including paralysis or death, as well as economic loss, such as employment-related loss, as a consequence of any personal injury.

I understand and acknowledge that I have been advised to consult my own physician, and confirm I have no medical or physical conditions which could interfere with my safety as a participant in the Activities.

2. ASSUMPTION OF RISKS:

I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PHYSICAL OR EMOTIONAL INJURY, DEATH OR ECONOMIC LOSS THAT I MAY SUFFER, RESULTING FROM OR RELATED TO PARTICIPATION IN THE ACTIVITIES, INCLUDING ALL RISKS, LOSSES, INJURIES OR DEATH ARISING FROM THE NEGLIGENCE OF OTHERS, INCLUDING THE NEGLIGENCE OF THE RELEASEES, AND EVERY PERSON ACTING ON BEHALF OF THE RELEASEES.

3. RELEASE OF LIABILITY AND WAIVER OF CLAIMS:

In consideration of the Releasees agreeing to allow my participation in the Activities, and permitting my use of their services, equipment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I further agree to the following:

- a. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any

loss, damage, expense or injury, including death, that I may suffer, or that next of kin may suffer, as a result of the my participation in the Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE APPLICABLE STATUTE GOVERNING OCCUPIER'S LIABILITY, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE EVENT;

- b. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability associated with any injury I sustain (including but not limited to death or disability), property damage, loss, damages, expenses, liabilities, or claims of any nature arising out of, or related to, my participation in the event;
- c. This Release Agreement shall be effective and binding upon any and all of my heirs, next of kin, executors, administrators, assigns and representatives, in the event of death or incapacity;
- d. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia where the Rugby Canada National Office is located; and
- e. Any litigation involving the parties to this Release Agreement shall be brought solely within the province of British Columbia where the Rugby Canada National Office is located and shall be within the exclusive jurisdiction of the Courts of that province.

In entering into this Masters Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in the event, other than what is set forth in this Masters Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT **PRIOR** TO SIGNING IT, AND I AM AWARE THAT BY AGREEING TO THIS MASTERS RELEASE AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I, OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.