

WAIVER AND RELEASE OF LIABILITY AGREEMENT

Participant Name: _____

Participant Date of Birth: _____

Email Address: _____

Contact Telephone No.: _____

I acknowledge and understand that in using the indoor and outdoor recreation facilities, equipment, and programs of Wilmington Rugby Football Union (WRFU) ("Facilities"), I do so voluntarily and entirely at my own risk and assume the risk of any injury or damage while engaging in any physical exercise, activity or use of the Facilities.

This assumption of the risk includes, without limitation, my use of any rugby equipment, sidewalk, parking lot, steps, or any equipment at the Facilities. I further agree to assume the risk of participating in any activity, class, program, instruction or any event at the Facilities.

By executing this agreement, I hereby WAIVE, RELEASE AND FOREVER DISCHARGE WRFU and its past, present and future trustees, employees, agents and representatives in their personal and professional capacities from all claims, demands, injuries, damages, actions or causes of action, and from all acts of active or passive negligence on the part of WRFU its trustees, employees, agents and representatives of any nature whatsoever, including attorneys' fees and costs arising out of or in connection with the aforementioned activities. I agree that the foregoing waiver and release of liability is intended to be as broad and inclusive as permitted by the law of the State of Delaware and that if any portion is deemed to be invalid, it is expressly agreed that the remaining terms shall remain in full force and effect.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY AND EXPRESS ASSUMPTION OF RISK. I AM AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, I AM GIVING UP THE RIGHT TO BRING LEGAL ACTION OR ASSERT A CLAIM AGAINST WRFU FOR ITS NEGLIGENCE. BY SIGNING BELOW, I SIGNIFY THAT I HAVE READ AND VOLUNTARILY SIGNED THIS AGREEMENT AND THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THIS FOREGOING AGREEMENT HAVE BEEN MADE. By signing below I certify that I am 18 years of age and **I agree to expressly assume and accept any and all risks of injury or death.**

Signature of Participant _____ Date _____

If Participant is under 18 years of age: I am the parent or legal guardian of the above Participant.

I have read and understand the foregoing Waiver and Release of Liability Agreement. I agree, for myself and for the Participant, to be bound by its terms.

Signature of Parent/Guardian _____ Date _____

Print Name _____