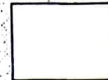


RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE
RIGHT TO SUE

PLEASE READ THIS DOCUMENT CAREFULLY



Initials

I, _____, _____
[Print Name] [Apt. and Street]
_____, _____, _____, _____
[City] [Province/State] [Postal/Zip Code] [Birth Date: dd/mm/yy]

acknowledge and agree that in consideration of being permitted to participate in **rugby and all associated training** organized, staged and/or operated by **Try City Rugby Academy** (hereinafter referred to as "**TCRA**"):

1. **I DO HEREBY RELEASE TCRA** and its directors, officers, employees, sponsors, independent contractors and agents from all liability, and **DO HEREBY WAIVE** as against **TCRA** and its directors, officers, employees, sponsors, independent contractors and agents all recourses, proceedings, claims, and causes of action of any kind whatsoever, in respect of any and all personal injuries or property losses which I may suffer arising out of or connected with my preparation for, or participation in **rugby and all associated training** notwithstanding that such injuries or losses may have been caused solely or partly by the negligence or breach of duty of **TCRA**, or any of their directors, officers, employees, sponsors, independent contractors or agents.
2. **I HEREBY ACKNOWLEDGE AND AGREE THAT:**
 - **Rugby** may be dangerous, exposing participants to many risks and hazards, some of which ~~are~~ inherent in the very nature of **rugby** itself, others which result from human error and negligence on the part of the persons involved in organizing, staging and/or operating the **rugby**;
 - as a result of the aforesaid risks and hazards, I as a participant may suffer serious personal injury, even death, as well as property loss;
 - some of the aforesaid risks and hazards are foreseeable, but others are not;
 - I nevertheless **freely and voluntarily assume all the aforesaid risks and hazards**, and that, accordingly, my preparation for, and participation in **rugby shall be entirely at my own risk**;

- I understand that neither **TCRA** nor any of its directors, officers, employees, sponsors, independent contractors or agents assume any responsibility whatsoever for my safety during the course of my preparation for or participation in **rugby**;
- I have carefully read this **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT** (the "Agreement"), that I fully understand same, and that I am freely and voluntarily executing same;
- I clearly understand that by signing this Agreement I will be **FOREVER PREVENTED FROM SUING OR OTHERWISE CLAIMING** against **TCRA**, its directors, officers, employees, sponsors, independent contractors and agents for any loss or damage connected with any property loss or personal injury that I may sustain while participating in or preparing for **rugby**, whether or not such loss or injury is caused solely or partly by the negligence of **TCRA** or any of its directors, officers, employees, sponsors, independent contractors and/or agents;
- I have been given the opportunity and have been encouraged to seek legal advice prior to signing this Agreement;
- I clearly understand that **TCRA** would not permit me to participate in **rugby** unless I signed this **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT**, that this **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT** applies to **rugby** whether occurring in the near or distant future, and that the terms of this Agreement have been explained to me by **TCRA** or one or more of their representatives;
- this **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT** is binding on myself, my heirs, my executors, administrators, personal representatives and assigns;
- this Agreement may be in addition to another agreement I must sign as a condition of participation in **rugby** and that I am bound by the terms and conditions of both agreements; and
- I agree that I am physically capable of participating in **r** and that I have no pre-existing conditions that would hinder my ability to participate in **rugby**.

Participant Name (Please Print)

Witness Name (Please Print)

Participant Signature

Witness Signature

Date

This Agreement must be completed in full, initialed, dated, signed and witnessed prior to participating in **rugby**.

Try City Rugby Academy (TCRA) Twinning Program
Parent/Guardian Waiver of Liability and Assumption of Risk Consent Form

Participant Name: _____

In consideration of my participation in TCRA, I hereby irrevocably agree that I will make no claim against TCRA with respect to any claim of whatever kind or nature whether for personal injury or damage to property or for contribution and indemnity or otherwise, and I hereby fully and forever waive the right to make any such claim or claims. Notwithstanding the above, this waiver of liability does not allow to a claim arising from the negligence of TCRA or their respective employees and agents.

I hereby give my consent for TCRA to collect the personal information required for participation in TCRA.

I understand that this personal information is required for the purposes of program delivery and that it will only be used by TCRA or disclosed to select third parties who are acting as service providers (e.g. airlines) or who provide funds to TCRA and who have agreed to protect the personal information supplied by TCRA.

I understand that my child (or myself) may have the opportunity to express himself/herself verbally or in written form, appear in photographs and/or video recordings at any point during the CSFEP/TCRA exchange, individually or as part of the group.

My signature gives TCRA permission without receipt of payment or other conditions, to release and/or publish these statements, photographs and/or video recordings for educational and promotional purposes, such as on TCRA's website and social media (Facebook, Twitter, Instagram).

Parent/Guardian's name:

Parent/Guardian's Signature

Sign Date

CANADA SPORTS FRIENDSHIP EXCHANGE PROGRAMS PROGRAMMES D'ÉCHANGE D'AMITIÉ DE SPORT DU CANADA

CSFEP 2(a)

HOST FAMILY

Host family screening is mandatory for participation in exchange programs.

The sole objective for host family screening is to ensure that every exchange participant is able to be housed in a safe and secure environment. A family wishing to host must be able to provide accommodation (personal sleeping space, adequate toilet facilities, etc.), meals and snacks, and arrange local transportation as necessary for the duration of the visit. They must agree to provide adequate supervision and take full responsibility for the visiting exchange participant while in their care. Families must assume the responsibility of informing the Group Organizer of any special circumstances pertaining to a family situation that might make hosting difficult or impossible. No youth participant should be refused participation in the program because of an inability to host.

Host families are to ensure the well-being of the visiting exchange participant, providing adult supervision during the hosting phase of the exchange with **adequate personal and home liability insurance.**

It is the responsibility of the parents to contact the twin family (when possible) prior to the exchange to provide information they may consider to be essential or relevant.

SPECIAL NOTE

The CSFEP works with the school or association and the Group Organizer to clarify responsibilities and to ensure that the safety and security of all participants comes first and foremost. Host screening is a mandatory procedure for participation in the program and it is CSFEP's responsibility to monitor that this responsibility is adequately addressed by every group. **No travel arrangements will be made until this has been done.**

IMPORTANT INFORMATION - HARASSMENT

The CSFEP policies are based on the *Canadian Human Rights Codes* which defines harassment as "engaging in a course of vexatious (annoying or provoking) comment or conduct which is known or ought reasonably to be known to be unwelcome." We do not have the right to impose our words or actions on someone if they are not wanted. It does not matter whether this is done intentionally or unintentionally. All participants in CSFEP programs must be allowed to function in an environment that is free from harassment, including harassment because of race, color, nationality or ethnic origin, citizenship, creed, gender, language, sex, sexual orientation, age, marital status, family status, or disability. Harassment on these or any other grounds will not be tolerated.

Every exchange participant who is placed with a host has the right to request immediate removal from any host situation in which they do not feel safe and secure (alcoholism, use of illegal drugs, sexual harassment, etc.).

I acknowledge receiving and reading the Canada Sports Friendship Exchange Programs Host Family Information from our teams/group organizer.

Parent/Guardian's Signature

Date

Funded by the
Government
of Canada

Financé par le
gouvernement
du Canada

Canada