

UNIVERSITY OF NOTRE DAME
RUGBY CLUB MEDICAL CONSENT, WAIVER, RELEASE AND INDEMNIFICATION FORM
2007 – 2008 Academic Year

In consideration of being allowed to voluntarily participate in practices, training sessions, meets, competitions, events and activities with University of Notre Dame Rugby Club (“the Club”), including travel to and from any programs, meets, events, training sessions, competitions, or activities, the undersigned, his or her heirs, assigns and legal representatives, hereby expressly agree to the following:

1. Waive, release, acquit, discharge, indemnify, hold harmless and defend the following individuals and entities and their respective employees, agents, servants, officers, trustees and representatives (hereinafter “the releases”):

a)The University of Notre Dame du Lac; Saint Mary’s College; Holy Cross College, the Club; the officers, directors, trustees, employees, agents, servants, shareholders, advisors, volunteers, coaches and assistant coaches of the Club, of the University of Notre Dame du Lac , Saint Mary’s College and Holy Cross College.

b)Other participants, sponsoring agencies, sponsors, and advertisers involved in the Club and/or its programs, events, activities or competitions;

c)Individuals or entities providing transportation or vehicles for transportation for any events, meets, competitions, programs, and training sessions sponsored by or related to my membership in the Club or arising out of my participation in the Club and/or its events, activities, practices, training sessions, meets and competitions.

d)Owners, lessors, or lessees of premises used to conduct any such meets, practices, competitions, programs, events or training sessions; and,

e)The manufacturer, wholesaler, retailer, lessor or lessee of any equipment or facility used by the undersigned from any and all liability, claims, actions, causes of action, damages, costs, attorneys fees, judgments and expenses which each of the undersigned and/or his or her heirs, successors, assigns or personal representatives may have or claim against the releases on account of bodily injury, death or damage to property caused or alleged to have been caused, in whole or in part, by the negligent acts or omissions of any of the releases, whether individually or collectively.

2. It is understood and hereby acknowledged by the undersigned that participation in Rugby programs, competitions, training sessions, practices, events and activities, including travel to and from them, could cause serious injury, including but not limited to permanent impairment and/or disability, spinal cord injury, head injuries, brain damage, fractures, sprains, paralysis, other neck or back injuries, emotional and psychological injuries, mental anguish, social and economic losses and death which may result not only from the participant’s own action, inaction or negligence but also the action, inaction, or negligence of others, including the rules of play, the condition of the premises or any of the equipment used. The events, practices, training sessions, activities and travel include, but are not limited to, trampoline exercises, free weight work outs, weight work-outs on exercise machines, endurance training, running, aerobic exercises, and automobile or vehicle travel to and from events, training sessions, practices and/or activities.

3. The undersigned voluntarily agree(s) to waive, release, acquit, discharge, indemnify, hold harmless and defend the releases from any and all liability to each of the undersigned and his or her or their heirs, successors, assigns and personal representatives, for any and all claims, demands, actions, causes of action, costs, attorneys fees, losses, damages or judgments on account of injuries or death, including but not limited to those injuries as set forth above, whether caused in whole or in part by the negligent acts or omissions of the releases or others while the undersigned is engaging in, participating in, or present during any event, competition, practice session, training session, activity or travel. The undersigned voluntarily release(s) and waive(s) any claim for injuries, death, damages or losses against the releases caused in whole or in part by the negligent acts or omissions of any of the releases or any combination of the releases and/or others.

4. The undersigned understands and hereby acknowledges the risks and dangers, both known and unknown, inherent in Rugby activities and training therefor; assumes full responsibility for the risk of bodily injury, death or property damage; voluntarily decided to participate in aforementioned activities, including but not limited to practices, training sessions, meets, competitions, events, travel and related activities, even though the undersigned fully understand(s) and appreciate(s) that such participation may result in injury, death, damage or loss.

5. The undersigned expressly agree(s) that this release, hold harmless, and waiver of rights agreement is intended to be as broad and inclusive as permitted under Indiana law.

6. The undersigned has read this entire document and thoroughly understand(s) its terms. The undersigned has had an opportunity to ask any questions regarding this document and those questions have been answered to the satisfaction of the undersigned.

7. I understand that I am waiving and releasing substantial rights and claims and potential future claims by signing this Agreement. I voluntarily have decided to assume the inherent risks, both known and unknown, involved in the activities involved in participation in the Club, as well all of its practices, events, training sessions, meets, competitions, activities and travel related thereto.

8. I represent and warrant that I am and will be covered throughout the Program by a policy of comprehensive health and accident insurance which provides coverage for injuries and illnesses sustained while participating in the Club. I absolve the University of all responsibility and liability for any injuries, illnesses, claims, damages, charges, bills, co-pays, deductibles and/or expenses, whether covered by health insurance or not, that I may incur while I am participating in the Club.

9. I acknowledge that no oral representations or inducements apart from this written agreement have been made. I knowingly and voluntarily enter into this Agreement, and the decision to enter into it is not due to duress, undue influence or any promise or inducement.

10. I acknowledge that this release and waiver has been voluntarily signed in exchange for the consideration of being allowed to participate in the Club and its programs, activities, events, training sessions, competitions, travel and practices.

11. I hereby consent to any publicity, including the use of my name and likeness, and waive any right to inspect and/or approve any photography, film videotape, recordings or advertising copy which may be used in connection with my participation in the Club.

12. I agree to wear all mandatory protective equipment and maintain, in good condition, all provided equipment.

13. I understand that this Release, Indemnification, Hold Harmless and Waiver of Rights Agreement applies to any negligent acts or omissions of any or all of the releases.

I hereby advise the University that I am covered by either: a) Student Health Insurance as provided through the University of Notre Dame Health Center; b) my personal insurance policy; c) my parent(s)/guardian(s) insurance policy.

Indicate a); b); or c): _____
Insurance Company Name: _____
Policy number: _____

STUDENT'S NAME: _____
(Last) (First) (Middle Initial)
RESIDENCE: _____ PHONE: _____ GRAD YEAR _____
(Local) (Local)
HOME ADDRESS: _____ PHONE: _____
STUDENT'S SIGNATURE _____ STUDENT ID NUMBER _____

THIS FORM MUST BE SUBMITTED WITH PROOF OF INSURANCE

Office Use Only	_____	_____	_____
	Date Received	Staff Initials	Date Entered