



## **SWL RUGBY ASSOCIATION, INC. PLAYER/PARENT/GUARDIAN WAIVER AND RELEASE**

All Players and Parents/Guardians of minor players shall read this entire **WAIVER and RELEASE** document before digitally acknowledging agreement with same. A digital signature must be received by SWL Rugby Association, Inc. DBA Warrior Rugby Football Club (Hereinafter: WRFC) before the player will be allowed to participate in the WRFC rugby program. It is agreed by all that the term “PARTICIPANT” herein shall mean the registered player participating in rugby and/or his/her parent or guardian.

PARTICIPANT hereby agrees to the following:

1. PARTICIPANT shall indemnify WRFC and hold harmless, its agents and its employees from all liability, losses, costs, claims, damages, and expenses, including attorney’s fees, arising or claimed to have risen out of personal injuries or death, or property damage or loss, sustained by PARTICIPANT as a result of participating in this program, however caused, including, without limitation, claimed negligence on the part of WRFC agents, employees, other participants, or third parties.

In addition, PARTICIPANT shall indemnify WRFC, its agents and employees from all liability, losses, costs, claims, damages, and expenses, including attorney’s fees, relating to claims or injury arising from my own negligence or intentional acts during my child’s (my) participation in this program (including travel to and from the activity sites) and PARTICIPANT hereby **RELEASES** and forever **DISCHARGES** WRFC and its agents and employees from all such liability, loss, cost, claims, damages, or expenses.

PARTICIPANT understands that, while the WRFC will make every attempt to secure bus transportation to matches and team events, PARTICIPANT is ultimately responsible for PARTICIPANT’s travel to and from practices, games, and/or other rugby related events. PARTICIPANT understands that the WRFC does not have any knowledge as to the quality or history of the driving record of any team member or other interested person. PARTICIPANT hereby **RELEASES** and forever **DISCHARGES** WRFC and its agents and employees from all such liability, loss, cost, claims, damages, or expenses incurred as a result of PARTICIPANT’s choice in travel arrangements to or from rugby events.

PARTICIPANT grants WRFC, its representatives, volunteers, and employees the right to take photographs of me, PARTICIPANT. PARTICIPANT authorizes WRFC, its assigns and transferees to copyright, use and publish the same in print and/or electronically. PARTICIPANT agrees that WRFC may use such photographs PARTICIPANT with or without identifying the subject of the photograph and for any lawful purpose, including, but not limited to, publicity, illustration, advertising, and Web content.

2. PARTICIPANT understands that the WRFC coaches, the director, and the assigned staff members are acting in their respective capacities as agents of WRFC, not individually, and hereby waive any and all claims PARTICIPANT may have or purport to have against the WRFC or against them individually for losses occasioned by any changes in the program, or for the failure of USA Rugby, Rugby Ohio, or any opposing team to properly

administer the Ohio High School Rugby program, to play or provide games as scheduled, or for the failure to play or provide them at all.

3. WRFC has the right to make cancellations, changes, or substitutions to teams, the game schedule, assigned staff members, or other arrangements in the event of causes beyond its reasonable control or significantly changed conditions.

4. It is PARTICIPANT's responsibility to obtain and keep in force adequate health insurance while participating in rugby. PARTICIPANT understands and agrees PARTICIPANT is financially responsible for PARTICIPANT's medical expenses. PARTICIPANT understand that PARTICIPANT is covered by whatever policy(ies) are provided by USA Rugby and/or Rugby Ohio but that those policies are catastrophic in nature and have high deductibles. PARTICIPANT acknowledges that PARTICIPANT's private insurance is primary to those provided by USA Rugby and/or Rugby Ohio and PARTICIPANT holds WRFC, its agents and assigns **HARMLESS**: (1) for any deductibles PARTICIPANT might have to pay; (2) if PARTICIPANT is not satisfied with the insurance provided by USA Rugby and/or Rugby Ohio; or, (3) if USA Rugby and/or Rugby Ohio fails to provide insurance as promised. Further, while WRFC has no obligation to make advanced medical payments, PARTICIPANT agrees that any advance medical payment made by WRFC or a staff member on PARTICIPANT's behalf shall be reimbursed to WRFC immediately.

5. PARTICIPANT is solely responsible for obtaining and keeping safe PARTICIPANT's personal possessions, gear, documents, money, travel tickets (as applicable), and other property. PARTICIPANT hereby **WAIVES** and **RELEASES** WRFC, its coaches, employees, and staff members from any and all claims for expenses or losses of any nature and amount due to PARTICIPANT's failure to do so. PARTICIPANT is personally responsible for property of the WRFC that is given to PARTICIPANT for PARTICIPANT's use and will reimburse WRFC if PARTICIPANT damages or loses WRFC property so long as the damage is not the result of normal, customary usage.

6. In the event of illness or injury, PARTICIPANT hereby authorize WRFC, its coaches, or any staff member to obtain emergency or other medical treatment as he or she deems necessary, including the administration of anesthetics or other medications and surgery, and PARTICIPANT hereby assume both any physical risk associated with and responsibility for the cost of such treatment.

7. PARTICIPANT understand that the WRFC is not officially sanctioned by Southwest Licking Local School District, Watkins Memorial High School, Watkins Memorial Middle School, or the Watkins Memorial Athletic Association and that I have no recourse against any of these entities for actions of the WRFC or events that occur while participating in Rugby related events. PARTICIPANT further understands that any agents of WRFC who are also employed by any of these aforementioned entities are acting solely on behalf of the WRFC during the course of WRFC activities and not working for any of these other entities during said times. As PARTICIPANT has indicated on a separate form, PARTICIPANT authorizes the Southwest Licking School District to disclose to the WRFC any relevant information relating to PARTICIPANT's success or lack of success in school including, but not limited to, grades, grade point averages, incidents of discipline, any perceived behavior problems, or any other information that the school employee(s) may believe to be important for WRFC to be aware of when taking into consideration that WRFC's primary purpose is to improve its players as individuals. In so authorizing this disclosure, PARTICIPANT hereby waive my rights as defined by the Family Right to Education Privacy Act (FERPA).

8. PARTICIPANT understands and agrees that while participating in the program, PARTICIPANT is subject to WRFC's rules, regulations, and policies. PARTICIPANT agrees to adhere to such rules, regulations and policies strictly during my participation in the program. PARTICIPANT also understands that PARTICIPANT is subject to the rules of the Southwest Licking School District while on Southwest Licking School District property and agrees to adhere to such rules. PARTICIPANT may be removed from WRFC's program at the discretion of WRFC's executive board for conduct unbecoming a member of the program. In the event this occurs, WRFC will issue a pro-rated refund of any fees paid by PARTICIPANT for the season. Refunds for fees made to USA Rugby and Rugby Ohio may be requested, but are not guaranteed.

**I have read and understand this document, and agree that it will legally bind me, my heirs, and my estate.**



## FERPA RELEASE FORM

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

In accordance with FERPA, the purpose of this form is to provide Southwest Licking Local School District consent to release protected student education records to the SWL Rugby Association, Inc. and its agents.

*I, the undersigned, hereby authorize the Southwest Licking School District to release/discuss the following educational records and information with the staff of the SWL Rugby Association, Inc.:*

### **Educational Records and Information to be released:**

*Check all that apply*

- Cumulative Grade Point Average
- Grades for the current academic year  
*Whether or not said grades are final*
- Free and reduced lunch records  
*Only mark this section if you are seeking financial aid through Rugby Ohio*

- Discipline Records
- Student Behavior/Conduct Reports  
*Commendable or not - Substantiated or not*
- Enrollment Records
- Student Awards or Achievements

***This release does not permit the disclosure of these records to any other persons or entities without my written consent or as permitted by law.***

***This release form is effective on the date of digital signature and shall continue until revoked by me in writing.***

***I have read and understand this document, and agree that it will legally bind me, my heirs, and my estate.***



**SWL RUGBY ASSOCIATION, INC.**  
**GENERAL ACKNOWLEDGEMENTS**

By submitting my digital signature in RUGBY XPLORER, I acknowledge the following:

1. BECAUSE SWL RUGBY ASSOCIATION, INC. IS AN AFFILIATE OF RUGBY OHIO, USA YOUTH AND HIGH SCHOOL RUGBY, AND USA RUGBY, ALL OF THE AGREEMENTS YOU SIGN WITH THOSE ORGANIZATIONS ALSO APPLY TO SWL RUGBY ASSOCIATION, INC. AS IF YOU HAD SIGNED THE SAME AGREEMENTS DIRECTLY WITH SWL RUGBY ASSOCIATION, INC. THIS INCLUDES, BUT IS NOT LIMITED TO, ACKNOWLEDGMENT OF THE RISKS ASSOCIATED WITH RUGBY, ASSUMPTION OF THOSE RISKS, A WAIVER AND RELEASE OF LIABILITY, AND AN AGREEMENT TO BE BOUND. THEREFORE, YOU SHOULD READ THE RUGBY OHIO, USA YOUTH AND HIGH SCHOOL RUGBY AND USA RUGBY AGREEMENTS VERY CAREFULLY BEFORE ELECTRONICALLY SIGNING THIS GENERAL ACKNOWLEDGEMENT.
2. I have reviewed and agree to the Rugby Ohio's Code of Conduct for Players, Parents, Coaches and Officials and understand that a violation of this Code of Conduct may result in sanctions levied by SWL Rugby Association, Inc., which may include removal from the Warrior Rugby program.
3. I have reviewed the Ohio Return to Play Concussion as well as Ohio Sudden Cardiac Arrest and Lindsay's Law.
4. I have been informed of the total fees/dues required to play in the upcoming season and I further acknowledge that I am committing to pay those fees/dues. I understand that the total fees to play rugby are an aggregate of charges from USA Rugby, USA Youth and High School Rugby, Rugby Ohio, and SWL Rugby Association, Inc. I have been made aware that financial assistance is available if said fees are impractical for my family's present financial situation. (If you have questions about the fee schedule or need financial assistance, contact Dan Hayes before registering).
5. I have reviewed my respective team's eligibility policy at [www.warrior-rugby.com/club-documents](http://www.warrior-rugby.com/club-documents).
6. I understand that I am authorized to complete my registration documents in connection with SWL Rugby Association, Inc. online. I further understand that, whatever format in which my electronic signature is obtained, my electronic signature will be as binding as if I had physically signed the documents by hand.

**I have read and understand this document, and agree that it will legally bind me, my heirs, and my estate.**