

NASHVILLE GRIZZLIES RUGBY FOOTBALL CLUB

Membership Application, Waiver, and Release

Applicant's Full Legal Name: _____

Address: _____

City: _____

State: _____

Mobile Telephone Number: _____

Alternate Telephone Number: _____

Email Address: _____

Emergency Contact Name: _____

Emergency Contact Number: _____

Emergency Contact Relationship: _____

Employer or School (if a student): _____

Do you have previous rugby experience? _____

If yes, how many years of experience and with what positions? _____

The above named Applicant (hereafter referred to as "Applicant") hereby applies for membership and participation in the Nashville Grizzlies Rugby Football Club, Incorporated (hereafter referred to as the "Club"). Applicant further agrees to the following:

1. Rules Governing Membership and Participation. Membership and participation in the Club is governed by the bylaws of the Club. By signing this Membership Application, Waiver, and Release (hereafter referred to as the "Application"), Applicant acknowledges receipt and review of the Club bylaws and explicitly agrees to abide by the rules and codes set forth therein. Further, Applicant agrees to abide by all international, national, territorial, and local area union rule and regulations, as well as the rules and regulations of any other applicable union or organization which the Applicant, by membership in the Club, is also an Applicant. Such rules may include arbitration procedures, which Applicant specifically agrees to abide by. Applicant understands that the bylaws and rules of the Club and any organizations or unions which the Applicant, by membership in the Club, is an Applicant, may change on a periodic basis. Applicant further agrees to be bound by any such changes during the term of their membership in the Club. Applicant understands that complete copies of any such rules or bylaws are available from an officer of the Club upon written request.

2. Participation and Transportation in Club Activities. Applicant understands and agrees that participation in the Club activities includes, but is not limited to, training sessions, matches, meetings, functions, parties, fundraising, and other social and athletic activities as may be deemed appropriate for a community athletic organization such as the Club, as well as transportation to and from

these activities. Applicant further understands and agrees that transportation will generally be via automobiles and other forms of personal or commercial transportation and that drivers will include other members, supporters, and members of the Club. Although the State of Tennessee requires minimum levels of automobile insurance coverage by law, Applicant understands there is the potential for some drivers to be underinsured or uninsured. Applicant agrees to waive any claims for damages against the Club, its members, supporters, volunteers, and any individuals participating in good faith in an activity sponsored by or organized by the Club, regardless of their membership affiliation with the Club, in the event of injury or death during any event or activity sponsored by, organized by, or attended by members of the Club, or in connection with transportation to or from such activity. Applicant does not waive his right to pursue damages or claims for damages which may be legally made under an existing insurance policy that covers the transportation or venue, including but not limited to automobile insurance coverage.

Possibility of Injury and Waiver of Claims. Applicant understands that rugby football is a physical, full contact sport with the possibility of major or minor injury or death. Applicant accepts the risks that accompany participation in rugby football, and agrees not to hold responsible and waives any and all claims for loss or damage, injury, sickness, disability, paralysis, or death that may result from participation with the Club against any of the following: the Club;



the directors and/or officers of the Club; Club Applicants, agents, employees, volunteers, staffers, coaches, trainers, and medics; and any individual participating in good faith in an activity sponsored by or organized by the Club, regardless of their membership affiliation with the Club; the USA Rugby Union, the MidSouth Rugby Union, and the International Gay Rugby Association and Board (hereafter referred to as "IGRAB") and any officials and administrators of these organizations; any Club sponsors; and any game or match officials.

3. Assumption of Personal Liability. Applicant confirms that he is physically capable of participating in amateur rugby football and in any other athletic endeavors in which the Club may engage. If Applicant is aware of or under treatment for any physical infirmity, ailment, or illness, Applicant agrees to inform his medical care provider of his participation in the Club, and the medical care provider must agree to the Applicant's participation. Applicant acknowledges that said Applicant is solely responsible for his person health and safety, as well as any personal property. Applicant further acknowledges that all information provided to the Club on this Application is true and correct to the best of his knowledge.

4. Amateur Athletic Organization. Applicant understands that the Club is an amateur, community-based athletic organization designed by and for its members. As such, the Club does not have qualified medical staff on site at all events, practices, matches, socials, or other such activities in which Club members may participate or which the Club may organize, sponsor, or promote. Applicant should not assume that proper medical care may be immediately available in the event of a medical emergency.

5. Release and General Waiver of Liability. (A) Applicant Waives Right to Pursue Damages. Applicant hereby releases, holds harmless, discharges, and covenants not to sue or pursue any damages or claims for damages against the Club; the directors and/or officers of the Club; any Club Applicants, agents, employees, volunteers, staffers, coaches, trainers, and medics; and any individual participating in good faith in any activity sponsored or organized by the Club, regardless of their membership affiliation with the Club; the USA Rugby Union, MidSouth Rugby Union, and IGRAB and any officials and administrators of these organizations; any Club sponsors; and any game or match officials.

(B) Application of this Release. Applicant agrees that this Application is binding and effective not only on Applicant but also on any of Applicant's personal representatives, assigns, heirs, agents, or next-of-kin. Applicant agrees that it applies to any and all loss or damage claimed on account of injury, sickness, disability, paralysis, or death, whether caused through negligence, carelessness, or any other cause. Applicant intends by this Application to release, in advance, and to waive their rights and to discharge all of the persons and entities mentioned above from all claims for damages for death, personal injury, or property damage that Applicant may have, or which may hereafter accrue to Applicant, as a result of membership in the Club and participation in any Club-sponsored event, match, practice, social, or other such activity, even though that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective property or equipment owned, maintained, or controlled by them, or because of their possible liability without fault.

6. Waiver of Legal Rights. Applicant understands that, by signing this Application, Applicant is giving up substantial rights that Applicant would otherwise have to recover damages for losses. Applicant agrees that Applicant is doing so voluntarily, of his own free will, and without inducement, threat, or duress. Applicant has carefully read this Application and fully understands it contents. Applicant agrees that Applicant has had the opportunity to seek legal advice regarding his rights and responsibilities under this Application before signing, and Applicant has either done so or has voluntarily elected not to and has waived the opportunity to do so.

7. Right of Club to Revoke Membership or Refuse Play. Applicant agrees that the Club has a right to revoke the Applicant's membership in the Club based on the rules set forth in the Club's bylaws. The Club may, at any time, revoke the membership of an Applicant, and therefore the Applicant's eligibility to play, for violation of any of the terms of this Application, or otherwise, without consideration of any time, and without reimbursement of any costs or dues. Additionally, Applicant agrees that the Club's Board, Captain, Vice-Captains,

or Coach can refuse an Applicant's right to play in a match or participate in a practice if, in their sole discretion, the Applicant is medically unfit to play or the Applicant has engaged in behavior that violates the terms of the Club's bylaws or the rules or bylaws of any organization or union to which the Club or the Applicant, by his membership in the Club, belongs.

8. Photo Release. Applicant hereby grants to the Club and its parents, subsidiaries, affiliates, successors, and assigned, and to such other persons or entities as the Club may designate from time to time (all of the foregoing collectively referred to as the "Licensees"), the absolute right and permission to use in perpetuity Applicant's name, portrait, and likeness, as well as photographs and motion pictures of Applicant, either alone or accompanied by other material, in any manner and in any media, throughout the world for the purpose of promoting and publicizing the Club. Applicant agrees that any pictures, motion pictures, photographs, or other recordings taken of Applicant by the Licensees are owned by the Licensees. If Applicant should receive any print, negative, or other copy thereof, Applicant shall not authorize its use by anyone else. Applicant hereby waives all rights to inspect and approve the finished product, its use, or such written or spoken copy as may be used in connection therewith. Applicant agrees that Applicant will hold Licensees, or anyone who receives permission from any of them, responsible for any liability resulting from the use of Applicant's name, voice, portrait, likeness, photograph(s) and/or motion picture(s) in accordance with the terms hereof, including what might be deemed to be misrepresentation of Applicant, Applicant's character or person due to distortion, optical illusion, or faulty reproduction which may occur in the finished product. Further, Applicant warrants and represents that this license does not in any way conflict with any existing commitment on Applicant's part. Nothing herein will constitute any obligation on the Licensees to make any use of any of the rights set for herein.

9. Release of Personal Information. Applicant specifically authorizes the Club to release Applicant's personal information to persons or entities which, in accordance with its bylaws and its judgment, are appropriate. Applicant releases the Club, its officers, members, employees, agents, and other related persons from any liability for release of Applicant's personal information if such release is made for a valid and reasonable purpose and not made in bad faith.

10. Dues, USA Rugby Registration, Driver's License & Insurance Information. Applicant acknowledges that this Application shall not be considered complete and accepted until: (1) Applicant has paid the annual dues as set by the Club; (2) Applicant has provided the Club a copy of Applicant's current valid Driver's License or State Issued Identification Card; (3) Applicant provides the Club with a copy of Applicant's current health insurance information; and (4) Applicant registers as a member with USA Rugby. Applicant agrees to, and must, register with USA Rugby, at the latest, before his fourth practice or his first match, whichever occurs first. It is the responsibility of Applicant to update the Club about any changes to this Application. Failure to meet these requirement shall be a breach of this Application and grounds for dismissal from the club.

BY SIGNING BELOW, APPLICANT AGREES THAT APPLICANT HAS READ THE ENTIRE APPLICATION AND HAS AGREED WITH ALL OF ITS TERMS AND CONDITIONS CONTAINED HEREIN. SIGNING OF THIS APPLICATION ACTS AS A WAIVER AND RELEASE OF CERTAIN LEGAL RIGHTS APPLICANT MAY HAVE.

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Signature

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Date