

**Boca Raton Rugby Foundation Inc. DBA Boca Raton Jr Buccaneers Rugby Club**

**ACKNOWLEDGEMENT, RELEASE OF LIABILITY,  
INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

This Release of Acknowledgment, Release of Liability, Indemnification/Hold Harmless Agreement (“Agreement”) is executed by the below-named, adult (non-minor) person (“Activity USER”) in favor of the Boca Raton Jr Buccaneers Rugby Club and Boca Raton Rugby Foundation Inc, City of Boca Raton, the Greater Boca Raton Beach and Park District, the School District of Palm Beach County, and Florida Atlantic University, and their respective officials, officers, employees, independent contractors, and agents (collectively, the “Entities” ), for the use of facilities, fields, parks, buildings, properties and/or equipment owned, operated or maintained by Entities (collectively, “Facilities”) by Activity USER and/or any and all person/entities associated with or related to Activity USER’s use, including, but not limited to, players, parents, coaches, instructors, participants, athletes, User friends or other relatives/associates of participants/athletes, umpires/referees, contractors, volunteers, invitees, spectators, or any other third party who is associated with Activity USER or any of the foregoing (each and all, “Parties”), for a recreational activity, sports team activity, sports league, program, camp, class, event, or any other activity (each and all, “Activities”). In consideration of Entities permitting Activity USER (and Parties) to use Facilities for Activities, Activity USER hereby acknowledges and agrees to the following:

1. At Own Risk; No Guarantee. Activity USER(s) (and Parties) is voluntarily using the Facilities for Activities at their own risk, with knowledge of the possible dangers associated with Activities and the use of Facilities. Activity USER acknowledges: (1) Activities and/or use of Facilities may involve risk of Injury, as defined below, to Activity USER’s (and Parties’) personal safety (and expressly assumes and accepts all such risks); and (2) Activities and/or use of Facilities carries with it the potential for loss, damages, property damage, costs and expenses, injury or death, caused by, without limitation, sickness, illness, and/or disease (including those caused by bacteria or virus, e.g., COVID-19), and hazards (including without limitation those associated with terrain, conditions of the Facilities, or weather), or the negligent acts or omissions of the Entities or others (each, and all, of the foregoing, “Injury”). Activity USERS understands and further acknowledges that Entities make no guarantee that Activities and/or use of Facilities are/will be free of risks that may cause Injury.
2. Risks of COVID-19. Activity USER understands and acknowledges that the COVID-19 virus has been declared a worldwide pandemic by the World Health Organization, that the COVID-19 virus is extremely contagious and may result in Injury to Activity USER(and/or Parties) if contracted, and expressly assumes and accepts all risks of Injury. Entities make no guarantee that Activity USER (and/or Parties) will not be exposed to, or become infected with, the COVID-19 virus. Activity USER understands and acknowledges that Activities and/or the use of Facilities may increase the risk of contracting the COVID-19 virus, and that Activity USER (and/or Parties) may be exposed to or infected with the COVID-19 virus as a result thereof. Activity USER (and Parties) accepts responsibility to inspect Facilities prior to use and take any and all actions necessary to protect Activity USER (and Parties) from Injury by refusal to participate.
3. Compliance with Rules and Laws. Activity USER (and Parties) shall comply with all policies, procedures, criteria, requirements, safety instructions/directions of Entities, and those in all applicable emergency and/or executive orders issued by the State of Florida, Palm Beach County and/or the City (including without limitation those that relate to the use of facial coverings/masks and/or social distancing requirements). Activity USER shall comply with the Americans with Disability Act and all laws and regulations applicable to the Activities and the COVID-19 virus, as may be amended or revised from time to time. Activity USER fully understands that non-compliance therewith and/or its failure to work cooperatively with the ENTITIES will jeopardize Activity USER’s eligibility now and in the future to use the Facilities.
4. Assumption of Risk/Waiver. Activity USER (on Activity USERS’ behalf and on behalf of Activity USER’s players, parents, siblings, family members, guardians, extended family members, in-laws, directors, employees, beneficiaries, heirs, assigns, personal representatives, if any), hereby:
  - i. assumes all risk of Injury which, in whole or in part, originates, results or arises from, or is connected/associated with, or is claimed to have originated, resulted or arisen from, or to be

- connected/associated with, directly or indirectly, (collectively, "Arise From") Activities and/or use of Facilities by Activity USER (and/or Parties); and
- ii. waives and releases in advance and forever discharges any and all liability, claims, and actions for any Injury against the Entities, known or unknown, that Activity USER has, may have, or may subsequently accrue to Activity USER that Arise From Activities and/or use of Facilities.

5. Responsibility/Indemnity. Activity USER agrees to be solely responsible/liable for all Injury (and any and all loss or damage defined as "Injury" suffered by Entities) which Arise From Activities and/or use of Facilities by Activity USER (or User Parties), and Activity USER shall, to the fullest extent, protect, defend, indemnify, and hold harmless Entities from all claims and actions of every kind or nature (including tort-based, contractual, injunctive, and/or equitable), damages and losses (including each and every Injury), costs (including attorney's fees and costs through appeals), suits, and administrative actions, which Arise From Activities and/or use of Facilities by Activity USER (or User Parties); Arise From any violation of law, statute, ordinance, order, rule, policy, requirement, safety instruction/direction by Activity USER (or User Parties); or Arise From negligent or intentional acts or omissions of Activity USER (or User Parties).

6. Scope/Severability. Activity USER understands that this Acknowledgment, Release of Liability, Indemnification/Hold Harmless Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and agrees that if any clause or provision shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect the remaining provisions of this this Acknowledgement, Release of Liability, Indemnification/Hold Harmless Agreement.

**I HAVE READ, FULLY UNDERSTAND, AND ACCEPT THIS ACKNOWLEDGEMENT, RELEASE OF LIABILITY, INDEMNIFICATION/HOLD HARMLESS AGREEMENT, AND I SIGN THIS FORM ON MY OWN FREE WILL AND/OR AS AUTHORIZED REPRESENTATIVE OF ACTIVITY PROVIDER IF A BUSINESS ENTITY.**

\_\_\_\_\_ (Add Name) Box Click = ACKNOWLEDGE AS READ AND ACCEPTED  
**ACTIVITY USER:**

\_\_\_\_\_  
 USER Signature (typed)

\_\_\_\_\_  
 User representative (with authority to execute pursuant to law or resolution)

\_\_\_\_\_  
 \_TRANSACTION ENTRY LOG DATE  
 \_\_\_\_\_ Date