



**RELEASE OF LIABILITY
Premier Rugby Sevens Open Trials**

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM AGREEING TO RELEASE THE RELEASED PARTIES FROM LIABILITY. I HAVE THEREFORE BEEN ADVISED TO READ THIS DOCUMENT CAREFULLY BEFORE SIGNING IT.

This Participation Agreement and Waiver and Release of Liability is entered into by the undersigned "Participant" in favor of Sevens Entertainment, LLC, its member unions, clubs, organizations, affiliates, partners, sponsors, vendors, directors, officers, employees, volunteers, members, agents, contractors, contracted entities and facilities and the owners and lessors thereof, (hereinafter referred to as "PR7s" or collectively as the "Released Parties").

I understand that participation in a Premier Rugby Sevens Open Trials is a privilege and not a right. In consideration for the privilege of participation in Premier Rugby Sevens Open Trials, I and my Parent/Guardian, if applicable, acknowledge and agree as follows:

1. Participation in the Premier Rugby Sevens Open Trials, including but not limited to warm-up, physical testing, training, practice sessions, scrimmages, includes participation in a contact sport (rugby), requires good health and fitness and can be **HAZARDOUS AND PRESENT A DANGER TO ME**. I believe I am qualified to participate in the Open Trials, and if at any time I believe the conditions to be unsafe, I will immediately discontinue further participation in the Open Trials.

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2. Participation in Open Trials exposes me to **RISKS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH**. Risks may arise out of contact and/or participation with other participants, spectators, equipment, field, facility and/or fixed objects; falls, collisions, rough play, and other mishaps; exposure to adverse weather conditions and/or high altitude; flaws and defects in equipment and facilities; irregular field conditions; and negligent field maintenance, negligent officiating, negligent coaching and negligent participation. Risks may be caused by my own actions, or inaction, the actions or inaction of other participants, the condition of the facilities in which the Activities take place, and/or **THE NEGLIGENCE OF THE "RELEASED PARTIES."** There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time.

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3. Assumption of the Risks. **I CONSENT TO PARTICIPATION IN THE ACTIVITIES AND FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** incurred because of such participation.

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4. Waiver and Release of Liability. In consideration for the privilege of my participation in the Open Trials, I hereby **RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS RELEASED PARTIES** from any and all liability, demands, losses, medical expenses, lost opportunities, damages or attorneys fees and costs stemming from any or all claims for negligence, expressed or implied warranty, contribution, and indemnity, and/or claims of negligent rescue operations, first aid, and emergency care, to the broadest extent permitted by applicable law suffered by me and incurred on my account with respect to my personal injury and other injury or harm, disability, and/or death, or property damage, arising directly or indirectly from my participation in the Open Trials, as caused or alleged to be caused in whole or in part by the Released Parties or any of them, and further agree that if, despite this Release, I or any other person makes a claim on my behalf against any of the Released Parties, unless, and to the extent, prohibited by law, **I AND MY PARENT/GUARDIAN, IF APPLICABLE, WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM ANY LIABILITY, LITIGATION EXPENSES, ATTORNEY FEES, LOSSES, DAMAGES OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM, WHETHER ASSERTED BY ME, MY PARENT/GUARDIAN, IF APPLICABLE, OR ANOTHER PERSON.**

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5. Governing Law, Venue and Jurisdiction: I understand and agree that this document is intended to be as broad and inclusive as permitted under applicable law and shall be governed by Utah law. In the event of a dispute, the exclusive venue and jurisdiction for any lawsuit arising out of such dispute shall be the state of New Hampshire

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PREMIER RUGBY SEVENS PLAYER MEDIA RELEASE

This will confirm the understanding between the undersigned (the "Player") and Sevens Entertainment, LLC., and its designees, licensees, successors and assignees (collectively, the "Company"), regarding the documentation and exploitation of the Player's likeness in and in connection with photography and/or video (the "Content") of the Player participating in the Premier Rugby Sevens Open Trials (the "Event") as part of Premier Rugby Sevens 'professional sevens competition (the "League").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Player hereby permits Company to (a) use its name, voice, dialogue, sounds, biographical information, personal characteristics, and/or other personal identification concerning Player, to obtain other information about Player, to use Player's image and likeness, including, without limitation, any statements, interviews or performances of Player, whether as contained in existing photography or recordings or as photographed or recorded by Company (collectively, "name and likeness") in and in connection with the development, production, distribution and/or exploitation of the League, and/or in any advertising, promotion and publicity for the Event and League and/or any Event or League channel or service that broadcasts, exhibits, transmits, distributes or otherwise exploits the Team, and (b) exhibit, broadcast, distribute and otherwise exploit the Content, and/or all allied, subsidiary and ancillary rights in and to the Content, by any and all means and media, whether now known or hereafter developed, throughout the world in perpetuity, provided that nothing shall obligate Company to use Player's name and likeness, to produce the Content, and/or to exploit the Content. Player releases Company and all other third parties from any claims Player or any person claiming through Player may have against Company and/or such third parties at any time relating to the exploitation of the rights granted hereunder. Company shall have the right to edit, modify, add to and/or delete any or all of the material contained in the Content.

Furthermore, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Player hereby grants Company a non-exclusive, royalty-free right, license, privilege and authority to use the Content as set forth in the first paragraph above and to exhibit, broadcast, distribute and otherwise exploit the Content by any and all means and media, whether now known or hereafter developed, throughout the world in perpetuity.

Company shall own the all rights, under copyright and otherwise, in and to the Content, and all elements thereof. Player shall be entitled to the copyright therein with the right to exploit all rights therein throughout the universe, in perpetuity, in all media now known or hereafter devised, without any payment to Player, and, to the extent same does not so vest in Company, Player hereby assigns and transfers to Company all right, title and interest in same with the right to exploit all rights therein, throughout the universe, in perpetuity, in all media now known or hereafter devised, without any payment to Player.

Player represents and warrants that it has the full right, power and authority to enter into this release.

Company may assign this agreement (including Company's rights and obligations) to any third party. This agreement will be governed by the laws of the State of Massachusetts applicable to agreements made and to be entirely performed therein, and may not be modified except in a writing signed by Player and Company. The rights granted to Company hereunder are irrevocable; in no event shall Player have the right to seek injunctive relief or to enjoin or restrain or otherwise interfere with the production, distribution or other exploitation of the Team and/or the exercise of any rights granted to Company in this agreement.

AGREED AND ACCEPTED:

Signature: _____

Print Name: _____

Address: _____

Date: _____