

## TRU 2021 WAIVER AGREEMENT

The undersigned Club and the Texas Rugby Union (“**TRU**”) agree that the Club may play full contact 7s, 10s, or 15s rugby union friendly matches while the TRU remains in “Stage 4+” of USA Rugby’s Return to Play Guidelines so long as the Club complies with the terms of this Agreement.

Club and the TRU agree as follows:

1. Authorization to Play and Compensation of Referees: In exchange for Club’s compliance with the terms of this Agreement and the TRU Waiver Program, the TRU will authorize Club to play full contact rugby union matches against other clubs granted a waiver, and will compensate the Texas Rugby Referee Association (“**TRRA**”) for assigning referees to the matches played under the Waiver Program.
2. Club COVID-19 Officer (“**CCO**”). The Club agrees to register the COO identified below with the TRU. The CCO will be the Club’s point of contact for all COVID compliance matters for the TRU, TRRA, opposing Clubs and those participating in rugby activities through the Club (e.g., players, coaches, admins., trainers, etc., the “**Participants**”). The CCO must be registered with the Club through USA Rugby.
3. CCO Qualifications. Club agrees the CCO will be someone within the Club who is responsible and has the authority to enforce the COVID safety protocols, including the authority to direct that individual members of the Club not be allowed to participate in rugby activities, due to COVID-related concerns, and to suspend rugby activities Club-wide as required by this Agreement. The CCO must successfully take the World Rugby COVID 19 – Return to Play Awareness for Administrators course before the Club can apply for a Waiver.
4. CCO Responsibilities. Club further agrees the CCO will discharge the following duties of the Club under this Agreement:
  - a. Being the point of contact for all COVID-related communications with the TRU, TRRA and opposing Clubs;
  - b. Ensuring the Club complies with all TRU Return To Play Guidelines for all matches and trainings;
  - c. Ensuring the Club has each participant (player, coach, admin., trainer, etc.) involved in any match execute the Player Agreement & Liability Release RE: COVID-19 (attached as Exhibit “A”), and makes copies of those documents available to the TRU on request.

d. Ensuring the Club includes each Participant must be included on the Club's TRU 2021 Waiver Program Friendly Roster (the "**Roster**," attached as Exhibit "B"), and makes copies of those documents available to the TRU on request.

e. If the Club is the home Club, ensuring the Club includes the referee crew on its Roster for purposes of temperature checks and contact tracing.

f. Ensuring temperature checks of each participant are made *upon each Participant's arrival* at the pitch and recorded on the Club's Roster.

g. Being the reporting point of contact for the Club's members and participants in rugby activities in the event a Participant tests positive for COVID, is exposed to someone with COVID, or experiences COVID symptoms (a "**COVID Exposure**"). The CCO will ensure the Club creates a confidential means for Club Participants to report a COVID Exposure to the CCO, and informing Club Participants of their obligation to self-report COVID Exposures.

h. If a COVID Exposure is reported after a match, on behalf of the Club, the CCO will:

i. Take all reasonable steps to keep the identity of the exposed person confidential.

ii. Upon receipt of a report of a COVID Exposure (either from a Participant in his / her own Club, or from the CCO of the opposing Club), the CCO will:

A. Immediately notify the TRU by sending an email to [admin@texasrugbyunion.com](mailto:admin@texasrugbyunion.com), and attaching the completed roster from the match;

B. Immediately notify the opposing Club's CCO; and

C. Immediately notify his/her Club's administration and/or coaching staff and ensure that *all Participants* in the match at which the Participant reporting the COVID Exposure was present are notified of the COVID Exposure, and precluded from participating in any rugby activities for 10 days from the date of the match. EXCEPTIONS: Participants may resume participation in rugby activities *before* the expiration of 10 days from the date of the match with: (i) a *post-match* negative COVID test documented to the Club's CCO; *or* (ii) evidence to the CCO of the Participant's complete vaccination for COVID *prior* to the match.

i. If a COVID Exposure is reported after a training or other rugby event, on behalf of the Club, the CCO will:

i. Take all reasonable steps to keep the identity of the exposed person confidential;

ii. Immediately notify his/her Club's administration and/or coaching staff and ensure that all Participants in the training or other

rugby event at which the Participant reporting the COVID Exposure was present are notified of the COVID Exposure, and precluded from participating in any rugby activities for 10 days from the date of the match. EXCEPTIONS: Participants may resume participation in rugby activities *before* the expiration of 10 days from the date of the rugby event with: (i) a *post-match* negative COVID test documented to the Club's CCO; or (ii) evidence to the CCO of the Participant's complete vaccination for COVID *prior* to the match.

iii. If the Club has a match scheduled within the 10 days after the COVID Exposure and will not be able to play the match due to the COVID Exposure, promptly, but no later than by the Wednesday before the match:

- A. Notify the TRU by sending an email to [admin@texasrugbyunion.com](mailto:admin@texasrugbyunion.com);
- B. Notify the opposing Club's CCO; and
- C. Notify the assigned referee.

5. Certified Level 200 Coach. The Club agrees to have a Level 200 certified Coach registered with its Club, and that prior to applying for a Waiver, that Coach will have successfully completed the World Rugby COVID 19 – Return to Play Awareness for Coaches & Players training module. The Club will make the Coach's certificate of completion for the course available to the TRU on request.

6. Minimum Registration Requirement. The Club agrees to have the following number of players **full-match** (not training only) registered with USA Rugby within 7 days before the match:

- a. If playing 7s - 15 Registered Players;
- b. If playing 10s - 20 Registered Players; and
- c. If playing 15s - 25 Registered Players.

The Club understands that if this requirement is not timely met, any waiver granted for a match will be revoked by the TRU.

7. Compliance with Waiver Program: Nothing in this Agreement guarantees a waiver will be issued to the Club, and the Club understands that the TRU may revoke a previously granted waiver if the Club violates the terms of this Agreement, the Waiver Program, or COVID conditions / government regulations change such that the Club or its opposition no longer qualify for the waiver. If a waiver is issued, the Club agrees to comply with the TRU Waiver Program, as it may be amended by the TRU from time to time. The Club understands that its failure to comply with the Waiver Program and/or this Agreement will also subject the Club to disciplinary action, including but not limited to competitive sanctions, fines, and/or individual discipline for the individuals involved. If the Club

schedules a match against a non-TRU club, that club must also apply for and be issued a waiver, and the TRU Club will be responsible for the non-TRU Club's compliance with the Waiver Program COVID safety protocols at the match.

AGREED as of the date set forth in the signature block for the Club, below.

(After execution, email this Agreement to [admin@texasrugbyunion.com](mailto:admin@texasrugbyunion.com). No matches may be played under the Waiver Program until a Waiver for the match is issued by the TRU).

<b>TEXAS RUGBY UNION, INC.</b>	<b>CLUB</b>
<p>By: _____ Kirk Tate, President</p>	<p>Club Name: _____</p> <p>Club Signature: _____</p> <p>Title of Signatory: _____</p> <p>Signatory CIPP: _____</p> <p>Date: _____</p> <p>CCO Name: _____</p> <p>CCO Signature: _____</p> <p>CCO CIPP: _____</p> <p>Date: _____</p>

# **EXHIBIT “A”**

## PLAYER AGREEMENT & LIABILITY RELEASE RE: COVID-19

The COVID-19 Pandemic has created challenges for all sports, and poses particular issues for rugby given the contact nature of our sport. The Texas Rugby Union (“TRU”) has made a determination to allow full contact friendly matches under the USA Rugby Return to Play Guidelines, if granted a match-specific waiver from the TRU Board. It is our Club’s intention to take the precautions recommended by the TRU and USA Rugby in order to make trainings and any matches as safe as possible, so that we can qualify for waivers.

**A. Agreement to COVID Precautions:** An important part of keeping you, your teammates, and any opposing players safe is knowing if someone who has attended rugby matches, trainings or events (“Events”) may have been exposed to COVID. By signing this Agreement, you agree:

1. Not to attend any Event if, within 10 days **prior to** the Event: (1) you have experienced COVID-like symptoms; (2) you test positive for COVID; or (3) you have been exposed to someone who has experienced symptoms of, or tested positive for, COVID during the prior 10-day period; and
2. To notify one of the COVID Officers listed below if, within 10 days **after** attending an Event: (1) you experience COVID-like symptoms; (2) you test positive for COVID; or (3) you find out you were exposed to someone who has experienced symptoms of or tested positive for COVID, prior to attending an Event.

The Club COVID Officer to contact is:

NAME	E-MAIL	MOBILE #

If you notify the Club’s COVID Officer that you have COVID symptoms, have tested positive, or have been exposed to someone who has, then those who attended a training and/or a match or other in-person Club event with you during the preceding 10 days will be notified that they may have been exposed, and advised to get tested. **By signing this document, you consent to such disclosure. Your name will not be disclosed by the COVID Officer to anyone other than the COVID Officer you notify.**

**B. Liability Release:** No one in our Club is in any way required to participate in any rugby activities, and no stigma will be associated with any decision you make not to play. At Events, USAR has directed that preventative measures be taken to reduce the spread of COVID-19; however, neither USAR, the TRU, nor the Club can guarantee that you or members of your household will not become infected with COVID-19. Attending Events could increase your risk, and the risk to members of your household, of contracting COVID-19. If you elect to attend Events, it will be at your own risk.

By signing below, you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you and members of your household may be exposed to or infected by

COVID-19 by attending Events and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You understand that the risk of becoming exposed to or infected by COVID-19 at Events may result from the actions, omissions, or negligence of others, including, but not limited to, USA Rugby (“USAR”) and its member unions and clubs, including the TRU, and the Club, the Texas Rugby Referee Association, and their respective officers, employees, volunteers, directors, managers, attorneys, agents, players, participants and representatives, and members of their families (the “Released Parties”).

By signing below, you also voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to yourself and members of your household (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that you or members of your household may experience or incur in connection with attendance at Events (“Claims”).

**ON BEHALF OF MYSELF AND MEMBERS OF MY HOUSEHOLD, I HEREBY RELEASE, COVENANT NOT TO SUE, AND HOLD HARMLESS THE RELEASED PARTIES FROM THE CLAIMS. I UNDERSTAND AND AGREE THAT THIS RELEASE INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE RELEASED PARTIES.**

**I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND I AM GIVING UP SUBSTANTIAL RIGHTS IN EXCHANGE FOR THE PRIVILEGE OF PARTICIPATING IN EVENTS. I FURTHER REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE OR, IF I AM UNDER THE AGE OF 18, THAT MY PARENT/ GUARDIAN HAS SIGNED THIS FORM IN THE SECTION BELOW.**

**AGREED:**

\_\_\_\_\_ Date  
 Player Signature

\_\_\_\_\_ CIPP #  
 Player Printed Name

\_\_\_\_\_ Player Mobile #

\_\_\_\_\_ Player E-Mail Address

\_\_\_\_\_ Club Name

# **EXHIBIT “B”**

# TRU 2021 WAIVER PROGRAM FRIENDLY MATCH ROSTER

**Match Date:**

**Your Club Name:**

**Opponent Club Name:**

**Division (MD1 - MD4 or WD1 -WD3):**

**Club COVID-19 Officer Name:**

**Name of Person Completing Roster:**

**Name of Person Checking Participant Temps.:**

**Match Location:**

Jersey #	Participant Last Name	Participant First Name	Participant CIPP	Participant Role	Club	Agreement	99.6F (Y/N)?
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