

# WAIVER AND RELEASE OF LIABILITY

NOTE: THIS FORM MUST BE READ AND SIGNED UNALTERED BEFORE THE PARTICIPANT IS PERMITTED TO TAKE PART IN ANY FUNCTION - BY SIGNING THIS AGREEMENT, THE PARTICIPANT (PARENT AND/OR GUARDIAN) AFFIRMS HAVING READ AND UNDERSTOOD IT AND IS IN AGREEMENT WITH ITS CONTENTS.

In consideration of my involvement in the activities of The Falcon Dugout Club (FDC) including activities or camps hosted, sponsored, or affiliated, I acknowledge, appreciate, and agree that:

1. I/participant risk bodily injury, including paralysis, dismemberment, disability and death, and this risk of injury does exist as well as the risk of damage to or loss of property.
2. I/participant knowingly and freely assume all such risks; both known and unknown, even if arising from the negligence of the releases or others
3. I/participant risk exposure to and possible illness from infectious diseases, including but not limited to MRSA, influenza, and COVID/COVID-LIKE.
4. I/participant willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual or unnecessary hazard during my presence or participation, I will bring such to the attention of the nearest coach or official immediately.
5. I/participant, for myself, and on behalf of my heirs, assignees, personal representatives, and next of kin, hereby release, hold harmless and promise not to sue the Falcon Dugout Club (FDC), their board, officers, volunteers, staff, sponsor, and/or agents with respect to any and all injury and/or loss arising from my participation, whether caused by the negligence of the releases or otherwise, except that which is the result of gross negligence or wonton misconduct, to the fullest extent permitted by the state of Virginia. The laws of the state of Virginia, exclusive of its choice of law rules, shall apply to this waiver and release of liability agreement.
6. Events or activities sponsored, hosted, or affiliated with the Falcon Dugout Club (FDC) are not affiliated or associated with Frank W. Cox High School or Virginia Beach City Public Schools (VBCPS).
7. Consent to Medical Treatment of a Minor: I give my consent to have the participant treated by a physician or surgeon in case of sudden illness or injury while a participant. **It is understood that the FDC provides no medical insurance for any treatment.** The location of the activity or the nature of the illness or injury may require the use of emergency medical personnel.
8. I/participant acknowledge & understand the FDC reserves the right to photograph facilities, activities, and program participants. All photos remain the property of the FDC and may be used for publicity, promotional, and social media services

I/Participant have read this Release of Liability and Waiver Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

Participants Signature \_\_\_\_\_ Age (if a minor) \_\_\_\_\_

Participants Name (printed) \_\_\_\_\_ Date \_\_\_\_\_

**FINAL: I/Participant have read the Waiver and Release of Liability in it's entirety. I understand that if I/Participant choose not to sign/approve, I/Participant choose not to participate in any activities hosted, sponsored, or affiliated with the Falcon Dugout Club. Should you/Participant choose to participate at a later date, you/Participant will submit a waiver prior to participating. If a waiver is not submitted, you/Participant has then consented to the Waiver and Release of Liability by your/Participant actual participation.**

Parent's/Legal Guardian's Signature \_\_\_\_\_

Parent's/Legal Guardian's Name (please print) \_\_\_\_\_ Date \_\_\_\_\_

Emergency Contact/Phone Number \_\_\_\_\_