

## RELEASE AND WAIVER OF LEGAL LIABILITY

## Virginia Progressive Leadership Program - 2024

This is a release of liability and certain legal rights - please read carefully before signing. In consideration for participation in the Virginia Progressive Leadership Program (VAPLP) with the Virginia Civic Engagement Table, I (name) \_\_\_\_\_\_ agree to the following Release and Waiver of Legal Liability.

- (1) **ASSUMPTION OF THE RISK.** I acknowledge that VAPLP with the Virginia Civic Engagement Table has inherent risks, hazards, and dangers for anyone that cannot be eliminated. **I FULLY UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION** transportation to, from, and around various locations that may be dangerous as a result of vehicle accidents or collisions, lack of familiarity with locations, or crimes against persons or property, exposure to infection diseases, including but not limited to COVID-19, and sports and physical activities that may be dangerous and may test an individual's physical and mental limits, all of which may result in personal injury, death, or property damage, and may occur in remote locations that significantly delays access to emergency medical care. I also fully understand that the description above does not completely describe all of the risks, hazards, and dangers that may result from participation in the summer conferences and travel with the Virginia Civic Engagement Table, and that I should consult a physician before permitting myself to participate. I **EXPRESSLY AND SPECIFICALLY ASSUME ANY AND ALL RISK OF INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM PARTICIPATION IN** VAPLP with the Virginia Civic Engagement Table.
- (2) **RELEASE AND WAIVER.** I, individually and on behalf of my heirs, successors, and legal representatives, **KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE** the Virginia Civic Engagement Table and its governing board, directors, officers, agents, employees, and volunteers (collectively the "RELEASED PARTIES") from and against any and all claims, lawsuits, and causes of action of any kind whatsoever which are related to, are aggravated by, or arise out of my participation in VAPLP with the Virginia Civic Engagement Table, including, but not limited to, **NEGLIGENCE** of any kind or nature, whether foreseen or unforeseen.
- (3) AGREEMENT NOT TO SUE. I, individually and on behalf of my heirs, successors, and legal representatives, AGREE AND COVENANT NOT TO SUE OR FILE ANY CLAIM AGAINST THE RELEASED PARTIES RELATING TO ANY INJURY, DEATH, OR PROPERTY DAMAGE SUFFERED DURING OR RESULTING FROM MY PARTICIPATION IN VAPLP with the Virginia Civic Engagement Table.
- (4) INDEMNITY AGREEMENT. I AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS OR LIABILITIES which may be made or assessed against them which are alleged to be a result of my participation in VAPLP with the Virginia Civic Engagement Table, including but not limited to paying all attorneys' fees and costs of defense
- (5) **RESPONSIBILITY FOR LIABILITY INSURANCE, MEDICAL INSURANCE AND MEDICAL COSTS.** I agree that I, and not the Virginia Civic Engagement Table, am solely and legally responsible for providing liability insurance and health insurance for myself. I also understand and agree that I, and not the Virginia Civic Engagement Table, am solely and legally responsible for paying for any and all costs for medical care or treatment that I may need as a result of participating in VAPLP with the Virginia Civic Engagement Table. I also agree and hereby authorize and grant permission to the Virginia Civic Engagement Table or its agents to arrange for emergency medical treatment for me and **I FURTHER AGREE TO RELEASE, INDEMNIFY, AND HOLD HARMLESS THE RELEASED PARTIES** from and against any and all injuries, damages, deaths, claims, or causes of action that are related to or may arise out of this authorization, including but not limited to paying all attorneys' fees and costs of defense.
- (6) **ENFORCEABILITY.** I understand and agree that this Release and Waiver of Legal Liability shall be construed in accordance with the laws of the Commonwealth of Virginia. I understand and agree that if any part of this Release and Waiver of Legal Liability shall be held unenforceable, the remaining portions shall remain in full force and effect. I understand and agree that this Release and Waiver of Legal Liability will become effective immediately upon my signature.

| I ACKNOWLEDGE THAT I HAVE CAREFULLY AND COMPLETELY READ, UNDERSTAND, AND VOLUNTARILY SIGNED THIS RELEASE<br>AND WAIVER OF LEGAL LIABILITY. |                          |          |
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| Participant Signature  | Participant Printed Name | <br>Date |