



# Virginia Youth Cricket Association

## COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION

I agree that I am personally responsible for my safety and actions while participating at **Virginia Youth Cricket Association** League.

I agree to comply with all Virginia Youth Cricket Association policies and rules, including but not limited to league policies, guidelines, signage, and instructions. Because the Virginia Youth Cricket Association is organizing youth cricket for lots of individuals, I recognize that I am at higher risk of contracting COVID-19.

With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the organization Virginia Youth Cricket Association their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using the D-Sports, or otherwise, while participating in any activity while in, on, or around the D-Sports and/or while using any D-Sports facilities, tools, equipment, or materials.

I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my participation in Virginia Youth Cricket Association, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in participating in Virginia Youth Cricket Association. I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. **I agree that this Wavier of Liability shall be governed by and construed in accordance with Virginia law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole.** This waiver remains in effect until the State of Virginia lifts all COVID-19 related mandates.

### FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, **EVEN IF ARISING FROM THEIR NEGLIGENCE**, to the fullest extent provided by law.

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Printed Name (Parent/Guardian)

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Date

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Signature (Parent/Guardian)