

TEAM HOYT VIRGINIA BEACH

Parent Waiver and Release for Minor

Runner/Pusher Members

I _____, parent or legal guardian of the following minor

child, _____, understand that my consent to these provisions is given in consideration of the acceptance of my application to have my child participate as a runner member of Team Hoyt VB and for being permitted to participate in events as a runner with Team Hoyt VB. I have accepted these terms freely and voluntarily and without coercion or any other such influence. By affixing my signature hereto, I certify that I have legal custody of this minor and am authorized to make decisions regarding this child's health, education and welfare. I am also certifying by affixing my signature below that I have weighed the risks and benefits and have made a sound parenting decision that this activity is healthy and appropriate for my child's developmental, emotional, and physical needs, and that my child is physically able to perform the tasks associated with this activity.

WARRANTY OF BACKGROUND INFORMATION

I am aware that Team Hoyt VB routinely conducts background checks to ensure the safety of the rider athletes. By affixing my signature hereto, I hereby certify that the minor child has never been arrested or convicted of an offense involving violence toward others or animal cruelty and that I certify that my child is not a danger to himself or others. I hereby certify that Child Protective Services has never investigated this child for any issues involving any allegations of this child being abusive or neglectful in a caretaker capacity. I certify that this child has never allegedly or in fact harmed any other child and that I have no reason to believe that this child has any violent tendencies or that he/she may harm any other child while acting in a caretaker capacity.

I hereby certify that I am directly responsible for any and all acts of my child while he/she is participating in THVB activities and that I will directly supervise him/her at all times, in keeping with THVB policy.

UNDERSTANDING OF ISSUES RELATED TO RIDER/PASSENGER TEAMMATES

I acknowledge that I have been advised by a representative of Team Hoyt VB that my child will be working with individuals who may have special needs, physical limitations, developmental delays, and/or cognitive issues. I understand that the rider/passenger teammate of my child may not be able to communicate in a typical fashion, and I hereby certify that I have educated my child on this issue and that he or she will keep this in

mind at all times. By affixing my signature below, I certify that I have assumed direct responsibility for all acts of my minor child runner, whose name appears on this form.

I understand that unless he is 16 years of age or older, *or unless he is part of an organized track or cross-country team* in which he or she competes alone regularly

(_____ *provide team name*), my child will not be running alone with a rider athlete, and I will either accompany my child or approve an adult to accompany my child at all times, and I am solely responsible for finding an adult to supervise my child and ensuring that adult's attendance at THVB events. **I understand and agree, and my child understands and agrees, that the highest priority of Team Hoyt VB is the well-being of the rider/passengers teammates, not the runners' personal performances in the events.**

GENERAL WAIVER PROVISIONS - PARTICIPANT

My child is a voluntary participant on this team and in every event for which he/she registers as a member of Team Hoyt VB and I certify as the person responsible for his/her care that he/she is in excellent physical condition and that the appropriate healthcare professional has been informed of the child's participation, or that I have taken other reasonable measures to determine whether my child can withstand the rigors of the athletic events. I understand that the organizers and sponsors of any TeamHoyt VB event are not physicians and are not in a position to assess the athlete's physical ability to withstand the demands of these events and that no person affiliated with Team Hoyt VB has made any warranties regarding my child's ability to complete the events safely.

I understand and agree that neither Team Hoyt VB nor the sponsors of any Team Hoyt VB event have made any warranties, representations, guarantees or other promises whatsoever about my child's safety during any event in which he will participate as a member of Team Hoyt VB. I hereby indemnify, now and forever, Team Hoyt VB and the organizers and sponsors of all events in which my child participates as a member of Team Hoyt VB, against any problems, injuries, issues, or other conditions that may arise as a result of his/her participation. I understand that ALL Team Hoyt VB events require expert physical conditioning and endurance. I understand that participating in any Team Hoyt VB event requires knowledge and personal experience in managing difficultand unusual physical and emotional stress, and I freely and voluntarily accept these circumstances on behalf of my child, who is able to make mature decisions and react appropriately under the aforementioned conditions. I understand that for some events, familiarity with all types of water conditions, currents, obstacles, and open water risks is also necessary.

I understand that neither Team Hoyt VB nor the organizers and sponsors of any Team Hoyt VB event have made any warranties or promises regarding the physical or weather conditions during which the events will take place, or the safety thereof, and hereby hold harmless now and forever anyone affiliated with Team Hoyt VB from any conditions thatmay arise that may be hazardous, dangerous, or harmful.

I hereby affirm that I understand that no individual or organization affiliated with Team Hoyt VB

has any reasonable expectation of control over the physical or weather conditions (including heat, humidity, or ocean conditions) during which any event takes place and that the organizers are under no affirmative duty to cancel or postpone the event in the event of any hazardous conditions having arisen or to assess the conditions prior to beginning the event.

Additionally, by affixing my signature below, I acknowledge and affirm that I understand and agree that the event may place my child at risk of dehydration, exposure, heat-related issues, cardiovascular issues, and/or risk of drowning. I hereby acknowledge and affirm that all participants must be prepared for these conditions and that I am responsible for my child's safety at all times, and that I have no expectation whatsoever that the individuals affiliated with Team Hoyt VB or the event itself will provide care for my child or will protect my child, as I accept that this is my sole and complete responsibility.

I hereby assume full and complete responsibility for any injury or accident that may occur during my child's participation. I hereby indemnify, release and hold harmless and covenant not to file suit against Team Hoyt VB and all affiliated individuals including its board of directors, officers, or official volunteers, any race sponsors or organizers and their agents and employees, and all other persons or entities associated with this event (the "Releases") from any loss, liability or claims I may have arising out of my child's participation in any Team Hoyt VB event, including personal injury or damage suffered by him, me or others, whether injury, loss or death caused by falls, equipment problems, fatigue, sickness, drowning or near-drowning, contact with other participants, conditions on the route, weather and/or water conditions, negligence of the Releases or otherwise.

I hereby certify, by affixing my signature below, that I have read and understand this document or have had it read to me and explained to me. I hereby acknowledge that this is a legal document, that I have had the opportunity to seek legal counsel prior to signing it, and that I have either done so or decided not to do so knowingly and voluntarily.

I understand that if my child does not follow all the rules of Team Hoyt VB events, he may be removed from the competition, and such removal is in the sole discretion of Team Hoyt VB or its agents and that I will not be entitled to any financial or other recompense or remuneration as a result of his removal or failure to participate. I hereby give permission to Team Hoyt VB and its sponsors to use any photographs, videotapes, audiotapes or other recordings of me and/or my child that are made during the course of any Team Hoyt VB event and that any such photographs, video tapes or audiotapes are the property of Team Hoyt VB and that I have no rights to any proceeds or rights to limit the use of said media.

I understand that this Waiver and Release may be stored electronically and agree that a copy is authentic and admissible as evidence in any future dispute or proceeding, and that the copy shall be accepted as the best evidence, as if it were the original.

Parent Signature/ Date

Please Print Name

Parent/Child Participant's Address, city/state/zip

Email

Telephone

Child Runner's Signature

Date of Birth

Printed Name

Name of Healthcare Professional Consulted/Child's Pediatrician

Name of Team, Coach, Organization, Contact information (as applicable)