Virginia Birth-Related Neurological Injury
Compensation Program

Certification, Waiver, and Release Regarding Family Member Caregiver's Prior Criminal History

For Single Parent/Guardian

Claimant's Name:

Address:

WCC Case #:

I, _____, the parent or legal guardian of the above-referenced Program claimant, do hereby certify that, _____(name), _____ (relationship to claimant) to the claimant that I intend to hire to provide care for the Program claimant named above, has not been convicted of any of the barrier crimes set forth in Virginia Code §§ 37.2-314, 37.2-416, or 37.2-506; including but not limited to, murder or manslaughter, malicious wounding by mob, abduction, abduction for immoral purposes, assault and bodily wounding, robbery, carjacking, extortion by threat, threat, any felony

stalking violation, sexual assault, arson, burglary, any felony violation related to the distribution of drugs, drive-by shooting, use of a machine gun in a crime of violence, aggressive use of a machine gun, use of a sawed-off shotgun in a crime of violence, pandering, crimes against nature involving children, taking indecent liberties with children, abuse or neglect of children, failure to secure medical attention for an injured child, obscenity offenses, possession of child pornography, electronic facilitation of pornography, incest, abuse or neglect of an incapacitated adult, employing or permitting a minor to assist in an act constituting an offense under Article 5, Chapter 8, of Title 18.2 of the Code of Virginia, delivery of drugs to prisoners, escape from jail, felonies by prisoners as set forth in Virginia Code § 53.1-203 or an equivalent offense in another State, any felony violation related to possession of drugs pursuant to Article I, Chapter 7, of Title 18.2 of the Code of Virginia within five years prior to the application for employment, or any felony violation related to possession of drugs pursuant to Article I, Chapter 7, of Title 18.2 of the Code of Virginia for which he or she continues to be on probation or parole or has failed to pay court costs.

I hereby further certify that I have personal knowledge of the basis for my certification, whether by obtaining a criminal history records check and sex offender search result from the Virginia State Police, or by other means. I acknowledge that the Program will not reimburse me for any hours worked by a caregiver for which the certification regarding the prior criminal record of the caregiver I hired for the claimant's care has not been provided to the Program.

I expressly acknowledge that the Virginia Birth-Related Neurological Injury Compensation Program, its Board, officers, agents, and employees (hereinafter the

"Releasees") have made no representations regarding any criminal history of the caregiver or of the risks of having a relative or legal guardian provide the admitted claimant's care and/or transportation, or of having a relative or legal guardian operate any equipment, without knowing such information, or despite such information. I expressly acknowledge that the Releasees are not responsible for informing me of any such information/risks.

By affixing my signature hereto, I further do hereby release, waive, forever discharge, and covenant not to sue the Releasees from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering, disability, psychological injury, and death, that may be sustained by me or the admitted claimant, as a result of my failure to obtain complete information regarding the caregiver's criminal history.

I expressly intend that this release and hold harmless agreement shall bind all members of my family if I am alive, and my estate, the executors, administrators, heirs, next of kin, successors, assigns, and personal representative(s), if I am deceased. I also expressly intend that this release and hold harmless agreement shall bind the admitted claimant, if he/she is alive, and his/her executors, administrators, heirs, next of kin, successors, assigns, and personal representative(s), if he/she is deceased. I expressly intend that this agreement shall be deemed as a Release, Waiver, Discharge, and Covenant Not to Sue the above-named Releasees.

In signing this Release, I certify that I am authorized to do so and that there is no

other parent or guardian whose signature/consent would be required to make decisions regarding the admitted claimant's care or whose signature/consent would be necessary to effectuate or validate this Certification and Release. I also acknowledge and represent, in signing this Release, that I have fully and thoroughly informed myself of the content of the foregoing waiver of liability and hold harmless agreement by reading it and consulting with independent legal counsel, if I chose to do so, before signing it. I understand that I sign this document as my own free act and deed and that no oral representations, statements, or inducements, apart from the foregoing written statements, have been made. I further state that I am at least eighteen (18) years of age, not under the influence of any alcohol, drug, medication, or illegal substance, and fully competent to sign this agreement. I execute this Release for full, adequate, and complete consideration fully intending to be bound by the same.

I further agree that this Release shall be construed in accordance with the laws of the Commonwealth of Virginia. If any term or provision of this Release shall be held to be illegal, unenforceable, or in conflict with any law governing this Release, the validity of the remaining portions shall not be affected thereby. Moreover, this Release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. If any dispute arises from the interpretation and/or application of this Release, the proper venue for adjudicating the dispute shall be the courts of the Commonwealth of Virginia. Nothing in this Release shall constitute any waiver or limitation upon the sovereign immunity afforded the Commonwealth and its agents.

I execute this Certification, Waiver, and Release this ____ day of _____, 20___.

_____ Signature

_____ Printed Name

COMMONWEALTH/STATE OF _____:

COUNTY OF _____:

This _____day of _____, 20___, appeared before me _____, the parent or legal guardian of _____, the admitted claimant, and swore to the truth and accuracy of the entire contents of the above Certification, Waiver, and Release. I have verified the identity of the person who signed this document.

_____
Notary Public

My Commission Expires:

_____