

Virginia Birth-Related Neurological Injury Compensation Program

**Release and Waiver of Liability, Discharge,
Covenant Not to Sue, and Indemnity Agreement of Admitted Claimant**

This Release is executed by _____, whose address is _____, and given to the Virginia Birth-Related Neurological Injury Compensation Program, its Board, officers, agents, and employees (hereinafter the "Releasee") on this ____ day of _____, 20____.

1. I/We desire to hire _____, a relative or legal guardian (hereinafter "relative or legal guardian"), to provide prescribed nursing or attendant care; including transportation to, from, and during that care; for _____ (hereinafter "the admitted claimant") in lieu of hiring a professional healthcare provider. I/We fully understand and appreciate the dangers, hazards, and risks inherent in the provision of prescribed nursing or attendant care for the admitted claimant by the relative or legal guardian I/we hire, inherent in the operation of dangerous or defective equipment or property, and inherent in the transportation of the admitted claimant to, from, and during that care; which dangers include but are not limited to psychological injury, personal injury or death as a result or by accident, act of God, or physical or mental exertion, or damage to, or theft of, personal property. I/We expressly acknowledge that the provision of health care may involve a test of the relative or legal guardian's physical and mental limitations and, therefore, carries with it the potential for death or serious injury to the admitted claimant and property loss. I/We expressly acknowledge that the Releasee has made no representations regarding any 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, and that the Releasee is not responsible for informing me/us of any risks. I/We also expressly acknowledge that the Releasee has made no representations regarding the fitness, ability, or lack thereof, of the hired relative or legal guardian to provide the admitted claimant's care and is not responsible for training, educating, or otherwise preparing the relative or legal guardian to provide said care.

2. I/We, being 18 years of age or older, do for myself/ourselves, my/our family, executors, administrators, heirs, next of kin, successors, assigns, and personal representative(s), and for or on behalf of the admitted claimant in the Virginia Birth-Related Neurological Injury Compensation Program for which I/we am/are the parent(s) or legal guardian(s), and his/her executors, administrators, heirs, next of kin, successors, assigns, and personal representative(s), knowing, fully understanding, and appreciating the dangers, hazards, and risks inherent in the provision of prescribed nursing or attendant care for the admitted claimant by the relative or legal guardian I/we hired, inherent in the operation of dangerous or defective equipment or property, and inherent in the transportation of the admitted claimant to, from, and during that care, agree to assume all the risks and responsibilities, whether foreseen or unforeseen, surrounding any deficiencies in the relative or legal guardian's fitness or ability to provide the

prescribed care and surrounding the admitted claimant's care and transportation, and in advance, do hereby release, waive, forever discharge, and covenant not to sue the Virginia Birth-Related Neurological Injury Compensation Program, its Board, officers, agents, and employees 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/we may have or that may hereafter accrue to me/us, arising out of or related to any loss, damage, property theft, or injury, including but not limited to suffering, disability, psychological injury, and death, that may be sustained by me/us, the admitted claimant, or by any property belonging to me/us, or the admitted claimant, whether caused by the negligence or carelessness of the relative or legal guardian I/we hired, or otherwise, while in, on, upon, or in transit to or from the premises where the care, or any adjunct activity to that care, occurs or is being provided.

3. I/We expressly intend that this release and hold harmless agreement shall bind all members of my/our family, including each spouse, if I/we am/are alive, and each estate, the executors, administrators, heirs, next of kin, successors, assigns, and personal representative(s), if I/we am/are deceased. I/We 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/We expressly intend that this agreement shall be deemed as a Release, Waiver, Discharge, and Covenant Not to Sue the above-named Releasees. I/We further agree to save and hold harmless, indemnify, and defend the Releasees from any claims, demands, actions, causes of action, costs, and expenses of any nature by me/us or my/our family, arising out of the provision of prescribed nursing or attendant care for the admitted claimant by the relative or legal guardian I/we hired, out of the operation of dangerous or defective equipment or property, out of any deficiencies in the relative or legal guardian's fitness or ability to provide the prescribed care and/or out of the transportation of the admitted claimant to, from, and during that care.

4. In signing this Release, I/we acknowledge and represent that I/we have fully and thoroughly informed myself/ourselves of the content of the foregoing waiver of liability and hold harmless agreement by reading it and consulting with independent legal counsel, if I/we chose to do so, before signing it. I/We also understand that I/we sign this document as my/our own free act and deed and that no oral representations, statements, or inducements, apart from the foregoing written statements, have been made. I/We further state that I/we am/are 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/We execute this Release for full, adequate, and complete consideration fully intending to be bound by the same.

5. I/we 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/ We execute this Release this ____ day of _____, 20____.

Signature

Printed Name

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 Release and Walver of Liability,
Discharge, Covenant Not to Sue, and Indemnity Agreement. I have verified the
identity of each person who signed this document.

Notary Public

My Commission Expires:
