

Virginia Birth-Related Neurological Injury Compensation Program

**Release and Waiver of Liability, Discharge,
Covenant Not to Sue, and Indemnity Agreement by Caregiver**

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 _____, 2008.

1. I, being a relative or legal guardian of _____ (hereinafter "the admitted claimant"), desire to provide prescribed nursing or attendant care; including transportation to, from, and during that care; for the admitted claimant pursuant to an agreement with the admitted claimant's parent(s) or legal guardian(s) to do so in lieu of his/her/their hiring a professional healthcare provider. I fully understand and appreciate the dangers, hazards, and risks inherent in the provision of prescribed nursing or attendant care for the admitted claimant, 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 expressly acknowledge that the provision of health care may involve a test of my physical and mental limitations and, therefore, carries with it the potential for death or serious injury and/or property loss. I expressly acknowledge that the Releasee has made no representations regarding any of the risks of providing the admitted claimant's care and/or transportation, or of operating any equipment, and that the Releasee is not responsible for informing me of any risks. I also expressly acknowledge that the Releasee has made no representations regarding my fitness, ability, or lack thereof, to provide the admitted claimant's care and is not responsible for training, educating, or otherwise preparing me to provide said care. I certify that I am physically fit, have sufficiently prepared or trained for this work, and have not been advised not to engage in this work by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my ability to provide prescribed health care for the admitted claimant.

2. I, being 18 years of age or older, do for myself, my family, 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 me, 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 my 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 may have or that may hereafter accrue to me, 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 or by any property belonging to me, whether caused by my own negligence or carelessness, 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 expressly intend that this release and hold harmless agreement shall bind all members of my family, including my spouse, if I am alive, and each estate, the executors, administrators, heirs, next of kin, successors, assigns, and personal representative(s), if I am deceased. I expressly intend that this agreement shall be deemed as a Release, Waiver, Discharge, and Covenant Not to Sue the above-named Releasees. I 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 me, out of the operation of dangerous or defective equipment or property, out of any deficiencies in my 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 acknowledge and represent 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 also 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 state that I have adequate health insurance coverage to pay for any medical costs that may result from care required by any injury I sustain while caring for the admitted claimant.

5. 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 Release this ____ day of _____, 2008.

Signature

Printed Name

COMMONWEALTH/STATE OF _____:

COUNTY OF _____ :

This ____ day of _____, 2008, appeared before me _____, a relative or legal guardian of _____, the admitted claimant, and swore to the truth and accuracy of the entire contents of the above Release and Waiver of Liability, Discharge, Covenant Not to Sue, and Indemnity Agreement. I have verified the identity of the person who signed this document.

Notary Public

My Commission Expires:
