

POAC-NoVA Waiver of Liability and Hold Harmless Agreement

1. In consideration for receiving permission to participate in a Parents Of Autistic Children of Northern Virginia (POAC-NoVA), Inc. (hereinafter referred to as **POAC-NoVA**), event, workshop or program (hereinafter referred to as **activity** or **activities**), I hereby **release, waive, discharge and covenant not to sue POAC-NoVA**, their officers, directors, volunteers, advisors, agents, servants, or employees (hereinafter referred to as **releasees**) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my dependents, or any of the property belonging to me or my dependents, **whether caused by the negligence of the releasees**, or otherwise, while participating in such **activity**, or while in, on or upon the premises where the **activity** is being conducted.
2. I am fully aware of the risks involved and hazards involved to me or my dependents and that certain **activities** may include a physical risk, including but not limited to breaks, strains, abrasions, contusions, and even death. I hereby elect to voluntarily participate in the **activity** with full knowledge that said **activity** may be hazardous to me, my dependents, my property and my dependent's property. I **voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death**, that may be sustained by me or my dependents, or any loss or damage to property owned by me or my dependents, as a result of being engaged in such an **activity**, **whether caused by the negligence of releasees or otherwise**. I further acknowledge that it is my responsibility to obtain waivers from any guests or participants who may be participating in these **activities** with me.
3. I further hereby **agree to indemnify and hold harmless the releasees** from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my or my dependent's participation in **activity**, **whether caused by negligence of releasees or otherwise**.
4. I understand that the **POAC-NoVA** does not maintain any insurance policy covering any circumstance arising from my or my dependent's participation in this **activity** or any activity associated with or facilitating that participation. As such, I am aware that I should review mine and my dependent's personal insurance portfolios.
5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a **release, waiver, discharge and covenant not to sue** the above-named **releasees**. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.
6. **In signing this release, I acknowledge and represent that** I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by same.