

HELMET WAIVER

Helmet Release and Waiver of Liability and Indemnity Agreement

I hereby acknowledge that I have voluntarily applied for my child, _____, whose age is ____ to participate in a youth football program (the "Activities"), administered by _____ (the "Association"), who is a participant association of the River City Youth Football and Cheer League (the "League"). **(Initial:_____)**

I am aware that the League has helmet requirements for all football participants. I am aware that the Activities are hazardous, involving risk of serious bodily injury, death, or property damage and I am voluntarily consenting to my child's participation in these Activities with knowledge of the risks. I am specifically and expressly requesting and consenting to my child using a helmet which I myself have purchased (the "Substitute Equipment"), and am waiving the use of an Association issued helmet. I certify that the Substitute Equipment meets all safety and NOCSAE requirements in accordance with both VHSL and the League rules and regulations. **(Initial:_____)**

As consideration for being permitted by the League to engage in these Activities, the undersigned ("Releasers"), and their respective representatives, partners, agents, insurers, heirs, attorneys, predecessors, successors and assigns, forever and fully release, acquit and discharge the Association and the League, and their representatives, partners, agents, insurers, heirs, attorneys, predecessors, successors and assigns (the "Releasees"), from any and all claims, demands, actions, causes of action, suits, damages, and losses, whether known or unknown, matured or unmatured, liquidated or unliquidated, arising out of or in any way connected with the use of the Substitute Equipment whether as part of the Activities or separately. **(Initial:_____)**

The undersigned further agrees that under no circumstances will Releasers prosecute or present any claim against Releasees for any causes of action, for personal injury, property damage, or wrongful death, whether the same shall arise by the negligence or non-intentional conduct of any of said Releasees from the Activities or any pursuit incidental thereto. **(Initial:_____)**

The undersigned and the remaining Releasers hereby agree to indemnify, save and hold harmless the Releasees and each of them from any loss, liability, damage or cost (including attorney fees) which Releasees may incur as a result of injury, death, or property damage to the undersigned, or from suit from such personal injury, death, and/or property damage to the undersigned. **(Initial:_____)**

This agreement is intended to be as broad as is permissible under the law of the Commonwealth of Virginia and this agreement shall be interpreted under the laws of the Commonwealth of Virginia. **(Initial:_____)**

If any portion of this agreement is invalid and/or is declared to be invalid by a Court of Law, it is agreed that the balance of the agreement shall continue in full force and effect. **(Initial:_____)**

The undersigned has read and voluntarily signs the release and waiver of liability and indemnity agreement and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made. **(Initial:_____)**

I will be personally responsible for my own safety during these activities and assume all risks and accept full and complete responsibility for any and all damages and personal injury of any kind, including death. This agreement must be signed by all participants seeking exceptions to participate at level above the stated Age and Weight requirements as a condition for participation, which in my opinion makes this agreement a reasonable contract. **(Initial:_____)**

The undersigned acknowledges that he/she has read the foregoing paragraphs and is completely aware of the potential dangers incident to engaging in the activities, and is fully aware of the legal consequences of signing the within instrument. **(Initial:_____)**

Printed Name of Child: _____ **Age:** _____

Parent or Guardian Printed Name: _____

Parent or Guardian Signature: _____ **Date:** _____