

**VIRGINIA COMMONWEALTH GAMES  
ASSUMPTION OF RISK ACKNOWLEDGMENT AND  
PARTICIPATION AGREEMENT**

I DESIRE TO PARTICIPATE IN AND/OR ATTEND THE VIRGINIA COMMONWEALTH GAMES, HOSTED BY THE VIRGINIA AMATEUR SPORTS, INC. ON THE CAMPUS OF LIBERTY UNIVERSITY ("GAMES") AND AT OTHER VENUES THROUGHOUT THE COMMONWEALTH. IN ORDER TO PARTICIPATE IN OR ATTEND THE GAMES, I AGREE TO THE TERMS BELOW AND ASSUME ALL RISKS ASSOCIATED WITH MY PARTICIPATING IN OR ATTENDING THE GAMES, INCLUDING THOSE SPECIFICALLY IDENTIFIED BELOW.

**ASSUMPTION OF RISKS.** I ACKNOWLEDGE THAT THE GAMES AND RELATED ACTIVITIES HAVE INHERENT RISKS THAT MAY AFFECT ME, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE OR LOSS, TEMPORARY OR PERMANENT BODILY INJURY, SICKNESS, AND EVEN DEATH. SUCH ACTIVITIES INCLUDE WITHOUT LIMITATION ARCHERY, BADMINTON, BASEBALL/SOFTBALL, BASKETBALL, BATON, BOWLING, DISC GOLF, HORSEBACK RIDING, FIELD HOCKEY, FIGURE SKATING, WEIGHTLIFTING, GYMNASTICS, ICE HOCKEY, MARTIAL ARTS, LACROSSE, MOUNTAIN BIKING, PAINTBALL, RACQUET SPORTS, RUGBY, SHOOTING TRAP/CLAYS, SKATEBOARDING, SKIING/SNOWBOARDING, SOCCER, SWIMMING, TRACK & FIELD EVENTS, VOLLEYBALL, WEIGHT-LIFTING, AND WRESTLING. SPECIFIC RISKS RELATED TO THESE ACTIVITIES INCLUDE, BUT ARE NOT LIMITED TO: NEGLIGENCE OR CARELESSNESS OF OTHER PARTICIPANTS AND THIRD PARTIES, UNWANTED/ACCIDENTAL CONTACT WITH OTHER PARTICIPANTS AND THEIR PLAYING EQUIPMENT, EQUIPMENT FAILURE, FAST-MOVING PLAYING EQUIPMENT (INCLUDING THINGS LIKE STICKS, BALLS, FLYING DISCS, JAVELINS, BATONS, BULLETS), CONTACT WITH THE PLAYING SURFACE AND SURROUNDING ELEMENTS, ENVIRONMENTAL CONDITIONS (INCLUDING WEATHER), BEING SHOT OR BURNED, SLIPPING, TRIPPING, FALLING (INCLUDING FALLING OUT OF BUNK BEDS), UNPREDICTABLE ANIMAL BEHAVIOR, LACERATIONS FROM SKATES, DROWNING, AND MY INDIVIDUAL SUSCEPTIBILITY TO HARM OR INJURY (WHETHER KNOWN OR UNKNOWN TO ME). THE RESULTS OF THESE AND OTHER INHERENT RISKS MAY INCLUDE, BUT ARE NOT LIMITED TO, EYE INJURY, SERIOUS NECK AND SPINAL INJURIES, COMPLETE OR PARTIAL PARALYSIS AND/OR BRAIN DAMAGE, SERIOUS INJURY TO INTERNAL ORGANS, BONES, JOINTS, LIGAMENTS, MUSCLES, TENDONS, AND OTHER ASPECTS OF MY MUSCULOSKELETAL SYSTEM, CONCUSSIONS, SPRAINS, AND OTHER SERIOUS INJURY OR IMPAIRMENT TO OTHER ASPECTS OF MY BODY, AND MY GENERAL HEALTH AND WELL-BEING.

**WAIVER; RELEASE.** TO THE EXTENT PERMITTED BY LAW, I HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, RELEASE AND FOREVER DISCHARGE VIRGINIA AMATEUR SPORTS, INC. FROM AND AGAINST ANY AND ALL LIABILITY ASSOCIATED WITH DAMAGES, OTHER THAN PERSONAL INJURY, SUFFERED BY ME WHILE PARTICIPATING IN OR ATTENDING THE GAMES.

**GOVERNING LAW; FORUM SELECTION; SEVERABILITY:** THIS DOCUMENT WILL BE GOVERNED BY VIRGINIA LAW. ANY LEGAL ACTION OR CLAIM ARISING OUT OF OR RELATING TO IT OR MY PARTICIPATION IN THE GAMES MUST BE BROUGHT IN A STATE COURT SITTING IN LYNCHBURG, VA. IF ANY PROVISION HEREIN IS FOUND TO BE INVALID OR UNENFORCEABLE, THE OTHER PROVISIONS WILL REMAIN IN FULL FORCE AND EFFECT.

**MEDICAL FITNESS AND TREATMENT AUTHORIZATION:** I AGREE THAT I AM IN SUFFICIENTLY GOOD HEALTH TO PARTICIPATE IN THE GAMES AND THAT I AM FREE FROM ANY MEDICAL CONDITION, PHYSICAL OR MENTAL, THAT COULD INTERFERE WITH MY ABILITY TO PARTICIPATE OR THAT COULD BE WORSENERED BY PARTICIPATING OR THAT COULD ENDANGER MY HEALTH OR SAFETY OR THE HEALTH OR SAFETY OF OTHER PARTICIPANTS. IN THE EVENT OF AN INJURY, ILLNESS, AND/OR ACCIDENT INVOLVING ME, I HEREBY CONSENT TO FIRST AID TREATMENT FROM VIRGINIA AMATEUR SPORTS STAFF AND TO ANY MEDICAL TREATMENT THAT MEDICAL PROFESSIONALS BELIEVE ARE IN MY BEST INTEREST. I FURTHER GRANT VIRGINIA AMATEUR SPORTS AND/OR ITS REPRESENTATIVE AUTHORITY TO TRANSPORT ME TO A HEALTHCARE PROVIDER AND TO REQUEST MEDICAL AND/OR HOSPITAL TREATMENT FOR MY BENEFIT IN THE EVENT OF ANY INJURY OR ILLNESS SUSTAINED BY ME WHILE PARTICIPATING IN THE GAMES. I ASSERT THAT EITHER I HAVE VALID AND CURRENT INSURANCE COVERAGE FOR ANY INJURY OR DAMAGE I MAY CAUSE OR SUFFER WHILE PARTICIPATING IN THE GAMES, OR I AGREE TO PERSONALLY BEAR THE COSTS OF SUCH INJURY OR DAMAGE, INCLUDING ANY CO-PAYS FROM SECONDARY INSURANCE, IF AVAILABLE.

**CONSENT TO USE IMAGE AND SOUND:** I HEREBY GRANT VIRGINIA AMATEUR SPORTS & VIRGINIA TOURISM CORPORATION PERMISSION TO RECORD, USE, REPRODUCE, EDIT, DISPLAY, COPYRIGHT, AND PUBLISH PHOTOS, AUDIO RECORDINGS, AND/OR VIDEO OF ME WHILE I AM PARTICIPATING IN THE GAMES FOR THE PURPOSE OF PROMOTING THE GAMES AND VIRGINIA AMATEUR SPORTS.

**PARTICIPANT CONSENT (REQUIRED OF ALL PARTICIPANTS, REGARDLESS OF AGE)**

BY SIGNING BELOW, I AGREE I HAVE CAREFULLY READ AND UNDERSTAND THIS DOCUMENT, I AGREE TO ALL OF THE TERMS ABOVE, AND HEREBY ASSUME ALL RISKS ASSOCIATED WITH THE ACTIVITIES AT THE GAMES.

SIGNATURE OF PARTICIPANT: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME OF PARTICIPANT: \_\_\_\_\_ AGE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

**PARENT/GUARDIAN CONSENT (REQUIRED IF THE PARTICIPANT IS LESS THAN 18 YEARS OF AGE)**

AS THE PARENT AND/OR LEGAL GUARDIAN TO THE MINOR PARTICIPANT IDENTIFIED ABOVE, I AGREE I HAVE CAREFULLY READ AND UNDERSTAND THIS DOCUMENT, I AGREE TO ALL OF THE TERMS ABOVE AND ADOPT ALL REPRESENTATIONS, CONSENTS, AND ACKNOWLEDGEMENTS MADE BY MY CHILD ABOVE, BOTH PERSONALLY AND ON BEHALF OF MY CHILD, AND HEREBY ASSUME THE RISK THAT THE MINOR PARTICIPANT MAY BE INJURED WHILE PARTICIPATING IN ACTIVITIES AT THE GAMES.

SIGNATURE OF PARENT/LEGAL GUARDIAN: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME OF PARENT/LEGAL GUARDIAN (PRINT): \_\_\_\_\_