

# TEAM HOYT VB

## RUNNER/PUSHER WAIVER AND RELEASE

I \_\_\_\_\_ understand that my consent to these provisions is given in consideration of the acceptance of my application to become a member of Team Hoyt VB and for being permitted to participate in events as a member of Team Hoyt VB. I have accepted these terms freely and voluntarily and without coercion or any other such influence.

### WARRANTY OF ACCURACY IN BACKGROUND CHECKS

I acknowledge that I have provided true and accurate information to Team Hoyt VB and its agents, legal counsel and officers regarding my name, address, and all other information necessary to research my criminal history and history with Child Protective Services. I am aware that Team Hoyt VB has conducted or is in the process of conducting background checks regarding the aforementioned and that I have completed all necessary forms to facilitate such checks. I have provided all necessary information accurately and give permission for Team Hoyt VB to access and consider my criminal history and background in connection with a decision regarding whether I am a suitable participant in any Team Hoyt VB event.

### UNDERSTANDING OF ISSUES RELATED TO RIDER/PASSENGER TEAMMATES

I acknowledge that I have been advised by a representative of Team Hoyt VB that I will be working with individuals who may have special needs, physical limitations, developmental delays, and/or cognitive issues. I understand that my rider/passenger teammate may not be able to communicate in a typical fashion and warranty that I will keep this in mind at all times.

I understand and agree that I must at all times be aware and alert to the condition and well-being of my rider/passenger teammate or any other individual whose well-being is entrusted to me during this event, even temporarily. I am aware and agree that the safety and well-being of my rider/passenger teammate is of the utmost importance and paramount concern and will make every effort to provide the safest and most secure experience for my rider/passenger teammate. **I understand and agree that my highest priority as a member of Team Hoyt VB is the well-being of my rider/passenger teammate and not my personal performance in the event.**

\_\_\_\_\_  
Participant Initials/Date

### GENERAL WAIVER PROVISIONS - PARTICIPANT

I am a voluntary participant on this team and in every event for which I register as a member of Team Hoyt VB and I certify that I am in excellent physical condition and that I have sought a physician's advice to determine whether I may participate in athletic events, or that I have taken other reasonable measures to determine whether I am in appropriate physical condition. I understand that the organizers and sponsors of any Team Hoyt VB event are not physicians and are not in a position to assess my physical ability to withstand the demands of this event and that no person affiliated with Team Hoyt VB or the Guardian Angels has warranted to me that I am in appropriate physical condition to participate.

I understand and agree that neither Team Hoyt VB nor the sponsors of any Team Hoyt VB event have made any warranties, representations, guarantees or other promises whatsoever about my safety during any event in which I participate as a member of Team Hoyt VB. I hereby indemnify now and forever Team Hoyt VB, Guardian Angels, and the organizers and sponsors of all events in which I participate as a member of Team Hoyt VB for any problems, injuries, issues or other conditions that may arise as a result of my participation. I understand that ALL Team Hoyt VB events require expert physical conditioning and endurance. I understand that participating in any Team Hoyt VB event requires knowledge and personal experience in managing difficult and unusual physical and emotional stress and I freely and voluntarily accept these circumstances. I understand that for some events, familiarity with all types of water conditions, currents, obstacles and open water risks is also necessary.

I understand that neither Team Hoyt VB, nor the organizers and sponsors of any Team Hoyt VB event have made any warranties or promises regarding the physical or weather conditions during which the events will take place, or the safety thereof and hereby hold harmless now and forever anyone affiliated with Team Hoyt VB from any conditions that may arise that may be hazardous, dangerous or harmful.

I hereby affirm that I understand that no individual or organization affiliated with Team Hoyt VB has any reasonable expectation of control over the physical or weather conditions (including heat, humidity, or ocean conditions) during which any event takes place and that the organizers are under no affirmative duty to cancel or postpone the event in the event of any hazardous conditions having arisen or to assess the conditions prior to beginning the event.

Additionally, by affixing my signature below, I acknowledge and affirm that I understand and agree that the event may place me in risk of dehydration, exposure, heat-related issues, cardiovascular issues, and/or risk of drowning. I hereby acknowledge and affirm that all participants must be prepared for these conditions and that each participant is responsible for his or her own safety at all times.

\_\_\_\_\_  
Participant Initials/Date

I know that the events in which I will be participating as a member of Team Hoyt VB are inherently potentially hazardous and I hereby assume full and complete responsibility for any injury or accident which may occur during my participation. I hereby indemnify release and hold harmless and covenant not to file suit against Team Hoyt VB, Guardian Angels Fund, Inc. and all affiliated individuals including its board of directors, officers, or official volunteers, any race sponsors or organizers and their agents and employees, and all other persons or entities associated with this event (the "Releases") from any loss, liability or claims I may have arising out of my participation in any Team Hoyt VB event, including personal injury or damage suffered by me or others, whether injury, loss or death caused by falls, equipment problems, fatigue, sickness, drowning or near-drowning, contact with other participants, conditions on the route, weather and/or water conditions, negligence of the Releases or otherwise.

I hereby certify, by affixing my signature below, that I have read and understand this document, or have had it read to me and explained to me. I hereby acknowledge that this is a legal document and that I have had the opportunity to seek legal counsel prior to signing this document and that I have either done so, or decided not to do so knowingly and voluntarily.

I understand that If I do not follow all the rules of Team Hoyt events, I may be removed from the competition and such removal is in the sole discretion of Team Hoyt VB or its Agents and that I will not be entitled to any financial or other recompense or remuneration as a result of my removal or failure to participate. I hereby give permission to Team Hoyt VB and its

sponsors to use any photographs, videotapes, audiotapes or other recordings of me that are made during the course of any Team Hoyt VB event and that any such photographs, video tapes or audiotapes are the property of Team Hoyt VB and that I have no rights to any proceeds or rights to limit the use of said media.

I understand that this Waiver and Release may be stored electronically and agree that a copy is authentic and admissible as evidence in any future dispute or proceeding, and that the copy shall be accepted as the best evidence, as if it were the original.

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*Participant's Signature/ Date*

*Please Print Name*

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*Participant's Address, city/state/zip*

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*Email*

*Telephone*

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*Witness - Signature/Date/Printed Name*

***Please make checks payable to Team Hoyt VB***

Team Hoyt VB is an Internal Revenue Service approved 501(C)3 charitable organization. Donations are deductible for federal income purposes. Consult a tax advisor for details.

**Please mail completed waiver forms to:**

**TEAM HOYT VB  
c/o Bretta Z. Lewis, Esq.  
1397 Laskin Road  
Virginia Beach, VA 23451**

**OR FAX to (757) 491-6260**