

**VIRGINIA POLYTECHNIC INSTITUTE & STATE UNIVERSITY
RELEASE AND WAIVER OF LIABILITY / EMERGENCY MEDICAL AUTHORIZATION**

Activity Title: Christmas in Old Salem **Date:** December 10, 2016

In consideration for being granted opportunity to participate in the above activity, I, for my child, myself, my executors, administrators, heirs and assigns, agree forever to RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Virginia Polytechnic Institute & State University ("Virginia Tech"), including Reynolds Homestead and the Commonwealth of Virginia, and their Board of Trustees, officers, employees, agents, contractors, or volunteers (collectively referred to as "Released Parties"), for any and all personal injuries, death, loss of or damage to property, or any other damages whatsoever resulting from my participation in the above activities (including any transportation to and from any such activities). This waiver does not apply to claims arising out of the sole negligence or willful misconduct of the Released Parties.

I fully understand that this activity may involve hazardous activities and risk of serious personal injury or death. I, on behalf of myself or my child, am participating voluntarily in these activities with the knowledge and appreciation of the dangers involved and I, on behalf of myself or my child, voluntarily agree to accept and assume all risks of personal injury, death or any other damages or losses to my person or property. In the event that any claim arising out of or related to personal injury, death or damage to me shall be filed against any Released Parties, I shall indemnify and hold harmless Released Parties from and against any and all such claims, including attorney's fees incurred in defense of such claims.

In the event of illness or injury arising out of my or my child's participation in the above activity, I give my consent and authorization for (1) the administration of emergency first aid care and treatment at the scene of an emergency by employees of Virginia Tech, or (2) the administration of any treatment deemed necessary by a licensed physician or dentist, and (3) the transfer to any hospital reasonably accessible. This authorization is not intended to cover major surgery unless the medical opinions of two licensed physicians or dentists, concurring in the necessity for such surgery, are obtained prior to the performances of such surgery.

I UNDERSTAND AND AGREE THAT MY OR MY CHILD'S PARTICIPATION IN ANY AND ALL ACTIVITIES WITHIN THIS FACILITY AND/OR SPONSORED BY VIRGINIA TECH/REYNOLDS HOMESTEAD IS VOLUNTARY. I FURTHER UNDERSTAND AND AGREE THAT USE OF THIS FACILITY AND/OR PARTICIPATION IN ANY ACTIVITY SPONSORED BY THE UNIVERSITY IS AT MY OR MY CHILD'S OWN RISK AND THAT THE UNIVERSITY IS NOT RESPONSIBLE FOR ANY INCIDENTS, INJURIES OR LOSS OF PROPERTY THAT MAY OCCUR.

I HAVE CAREFULLY READ THIS ENTIRE RELEASE, WAIVER OF LIABILITY AND EMERGENCY MEDICAL AUTHORIZATION FORM AND I, FULLY UNDERSTAND ITS CONTENTS. I HAVE SIGNED THIS FORM OF MY OWN FREE WILL AND I AGREE TO BE LEGALLY BOUND BY IT.

I represent and certify that my true age is at least 18 years old. **(If under age 18, please have parent complete and sign lower section.)**

Participant's Name (Please Print): _____

Participant's Signature: _____ Date: _____

In consideration of my child being permitted by Virginia Tech/Reynolds Homestead to use its facilities and/or participate in any activity offered, I, for my child, myself and our respective executors, heirs, assigns and administrators agree to the entirety of the release above. I represent and certify that my true age is at least 18 years old and that I have authority to execute this document on behalf of my child/guardian.

Child's Name: _____ Child Date of Birth: _____

Parent or Legal Guardian's Name: _____

Parent or Legal Guardian's Signature: _____ Date: _____