

VIRGINIA PROSTART INVITATIONAL®
Waiver and Release (COVID-19 and Likeness) and
Additional Terms and Conditions

The Virginia Restaurant, Lodging & Travel Association Education Foundation (VRLTAEF) recognize that the safety of all participants and guests at the Virginia ProStart Invitational and related events (“VPSI”) is a top priority. VRLTAEF is committed to following the U.S. Centers for Disease Control and Prevention (“CDC”), Virginia and VPSI venue COVID-19 safety directives and recommendations.

All participants and guests should familiarize themselves with applicable CDC (<https://www.cdc.gov/coronavirus/2019-ncov/index.html>) and Virginia Health (<https://www.virginia.gov/coronavirus/forwardvirginia/>) guidance in effect during VPSI. By attending VPSI, you agree to comply with all COVID-19 safety directives and recommendations in effect at that time, or as adopted by VRLTAEF or VPSI’s venue, James Madison University. You understand that adherence to such COVID-19 safety guidance cannot ensure prevention of infection. If you develop any symptoms (as described by the CDC at: <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>), you agree to immediately notify a representative of VRLTAEF and cease participating in any VPSI activities.

Despite the significant measures being undertaken by VRLTAEF, complete elimination of risk of exposure or infection to COVID-19 is not currently possible. Therefore, by attending VPSI, all participants and guests assume the risk and liability for any exposure to COVID-19 and any related loss, liability, or injury incurred at VPSI at all times.

The undersigned willingly and knowingly assumes all responsibility for all risk of bodily injury (including illness, physical injury, and death), property loss, or damage that you may sustain at any VPSI-related activity. You understand that VRLTAEF assumes no responsibility or obligation to provide financial assistance or other assistance, including but not limited to, medical, health, or disability insurance, in the event of an accident, injury, illness (including infection of COVID-19), death or property damage or loss.

In order to allow VRLTAEF to promote and publicize VPSI, the undersigned hereby consents and agrees that VRLTAEF shall have the right to publish, modify and/or otherwise use his or her name, biographical information, statements, photographs, video and/or voice recordings, digital images, and the like (collectively, your “Likeness”), that VRLTAEF has taken or made of the undersigned in connection with VPSI, for publicity, promotion, display, broadcast, internet usage, sale, creation of derivative works, reproductions or any other lawful purpose, in perpetuity and worldwide in any medium or format. The undersigned hereby waives all claims for any compensation for use of his or her Likeness and waives any right that he or she may have to inspect and/or approve the finished product or its use.

The undersigned hereby releases, waives and holds harmless VRLTAEF of and from any and all liability or claims which you or your heirs, executors, administrators and assigns ever may have against VRLTAEF, on account of, by reason of or arising in connection with your voluntary participation in any VPSI-related activities, and hereby waive all such claims, demands and causes of action arising from any claim or litigation in which your participation in VPSI-related activities, including your statements or actions, or material furnished by you that violates or infringes the rights of third parties. You understand that this waiver means you give up your right to bring any claims including for bodily injury, death, disease or property loss, or any other loss, including but not limited to claims of negligence and give up any claim you may have to seek damages, whether known or unknown, foreseen or unforeseen.

Additional Terms and Conditions

- 1. Admittance.** Your registration entitles you to admittance to VPSI. Any and all other costs associated with your attendance (including without limitation any travel and/or accommodation expenses) shall be borne solely by you, and VRLTAEF shall not be liable for such costs.
- 2. Event Content.** You acknowledge and agree that VRLTAEF, in its sole discretion, reserves the right to change any and all aspects of VPSI, including but not limited to, the VPSI name, themes, content, program, speakers, performers, hosts, moderators, venue and time.
- 3. Conduct.** You agree to comply with all state, local and facility rules, regulations and laws. You acknowledge and agree that VRLTAEF reserves the right to remove you from VPSI if, VRLTAEF, in its sole discretion, determines that your presence or behavior creates a disruption or otherwise hinders VPSI or the enjoyment of VPSI by other attendees. You acknowledge and agree that appropriate conduct may be determined by VRLTAEF in its sole discretion for the safety and efficiency of the program for all.
- 4. Warranties.** VRLTAEF gives no warranties in respect of any aspect of VPSI or any materials related thereto or offered at VPSI and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness and merchantability. Neither VRLTAEF nor its affiliates can accept any responsibility or liability for reliance by you or any person on any aspect of VPSI and/or any information provided at VPSI.
- 5. Liability.** Other than to the extent required as a matter of law, neither VRLTAEF nor its affiliates shall be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from VPSI or other aspect related thereto or in connection with this Agreement, including any loss of personal property, personal injury or death.
- 6. Cancellation.** In the unlikely occurrence that VPSI must be cancelled or postponed due to circumstances beyond the control of VRLTAEF, we will not be liable to you for any damages, costs, or losses incurred, such as transportation or accommodations costs.

You expressly agree that the above Waiver and Release and Additional Terms and Conditions are intended to be as broad and inclusive as permitted by Virginia law, and that if any portion thereof is held invalid, it is agreed that the remainder shall, notwithstanding, continue in full legal force and effect.

By signing below, you hereby warrant that you have read the above Waiver and Release and Additional Terms and Conditions, understand their contents and are agreeable to their execution.

This form must be completed and signed by the student or by his or her parent/guardian on the student's behalf (if under age 18) before students are eligible to participate in VPSI. You understand that students without completed and signed forms on file will not be allowed to participate.

Name of Student (print)			
High School Name			
Current Grade Level (9, 10, 11 or 12)			
Home Address			
City, State, Zip			
Student Email		Telephone	
Emergency Contact		Telephone	
Student Signature		Date	
Parent or Guardian Name (print)		Date	
Parent or Guardian Signature		Date	