



Virginia Birth-Related Neurological Injury
Compensation Program

Certification, Waiver, and Release By Parents/Guardians
Regarding Independent Caregiver's Prior Criminal History

Claimant's Name: _____

Address: _____

WCC Case #: _____

We, _____, and _____,
parents or legal guardians of the above-referenced Program claimant, do hereby certify
that _____, the
independent caregiver we intend to hire to provide care for the Program claimant named
above, has not been convicted of any of the barrier crimes set forth in Virginia Code §§
37.2-314, 37.2-416, or 37.2-506; including but not limited to, murder or manslaughter,
malicious wounding by mob, abduction, abduction for immoral purposes, assault and
bodily wounding, robbery, carjacking, extortion by threat, threat, any felony stalking

violation, sexual assault, arson, burglary, any felony violation related to the distribution of drugs, drive-by shooting, use of a machine gun in a crime of violence, aggressive use of a machine gun, use of a sawed-off shotgun in a crime of violence, pandering, crimes against nature involving children, taking indecent liberties with children, abuse or neglect of children, failure to secure medical attention for an injured child, obscenity offenses, possession of child pornography, electronic facilitation of pornography, incest, abuse or neglect of an incapacitated adult, employing or permitting a minor to assist in an act constituting an offense under Article 5, Chapter 8, of Title 18.2 of the Code of Virginia, delivery of drugs to prisoners, escape from jail, felonies by prisoners as set forth in Virginia Code § 53.1-203 or an equivalent offense in another State, any felony violation related to possession of drugs pursuant to Article I, Chapter 7, of Title 18.2 of the Code of Virginia within five years prior to the application for employment, or any felony violation related to possession of drugs pursuant to Article I, Chapter 7, of Title 18.2 of the Code of Virginia for which he or she continues to be on probation or parole or has failed to pay court costs.

We hereby further certify that we have personal knowledge of the basis for our certification, whether by obtaining a criminal history records check and sex offender search result from the Virginia State Police, or by other means. We acknowledge that the Program will not reimburse us for any hours worked by an independent caregiver for which the certification regarding the prior criminal record of the independent caregiver we hired for the claimant's care has not been provided to the Program.

We expressly acknowledge that the Virginia Birth-Related Neurological Injury Compensation Program, its Board, officers, agents, and employees (hereinafter the

“Releasees”) have made no representations regarding any criminal history of the independent caregiver or of the risks of having an independent caregiver provide the admitted claimant’s care and/or transportation, or of having an independent caregiver operate any equipment, without knowing such information, or despite such information. We expressly acknowledge that the Releasees are not responsible for informing us of any such information/risks.

By affixing our signatures hereto, we further do hereby release, waive, forever discharge, and covenant not to sue the Releasees from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that we may have or that may hereafter accrue to us, arising out of or related to any loss, damage, or injury, including but not limited to suffering, disability, psychological injury, and death, that may be sustained by us or the admitted claimant, as a result of our failure to obtain complete information regarding the independent caregiver’s criminal history.

We expressly intend that this release and hold harmless agreement shall bind all members of our family, including each spouse, if we are alive, and each estate, the executors, administrators, heirs, next of kin, successors, assigns, and personal representative(s), if either one of us is, or both of us are, deceased. We also expressly intend that this release and hold harmless agreement shall bind the admitted claimant, if he/she is alive, and his/her executors, administrators, heirs, next of kin, successors, assigns, and personal representative(s), if he/she is deceased. We expressly intend that this agreement shall be deemed as a Release, Waiver, Discharge, and Covenant Not to Sue the above-named Releasees.

In signing this Release, we acknowledge and represent that we have fully and thoroughly informed ourselves of the content of the foregoing waiver of liability and hold harmless agreement by reading it and consulting with independent legal counsel, if we chose to do so, before signing it. We also understand that we sign this document as our own free acts and deeds and that no oral representations, statements, or inducements, apart from the foregoing written statements, have been made. We further state that we are at least eighteen (18) years of age, not under the influence of any alcohol, drug, medication, or illegal substance, and fully competent to sign this agreement. We execute this Release for full, adequate, and complete consideration fully intending to be bound by the same.

We further agree that this Release shall be construed in accordance with the laws of the Commonwealth of Virginia. If any term or provision of this Release shall be held to be illegal, unenforceable, or in conflict with any law governing this Release, the validity of the remaining portions shall not be affected thereby. Moreover, this Release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. If any dispute arises from the interpretation and/or application of this Release, the proper venue for adjudicating the dispute shall be the courts of the Commonwealth of Virginia. Nothing in this Release shall constitute any waiver or limitation upon the sovereign immunity afforded the Commonwealth and its agents.

We execute this Certification, Waiver, and Release this ____ day of _____, 2008.

Signature

Printed Name

Signature

Printed Name

COMMONWEALTH/STATE OF _____ :

COUNTY OF _____ :

This ____ day of _____, 2008, appeared before me
_____, and _____,
the parents or legal guardians of _____, the admitted claimant,
and swore to the truth and accuracy of the entire contents of the above
Certification, Waiver, and Release. I have verified the identity of each person who
signed this document.

Notary Public

My Commission Expires:
