

## **Sports Entry Form Injury Waivers and Releases Unenforceable in Virginia**

Sports organizations and other nonprofits that sponsor athletic events typically include some type of waiver or release language on event registration forms to provide a measure of legal protection to the sponsoring organization. Query how many of these organizations understand that pre-injury waivers and releases are not legally enforceable in Virginia?

While many states will enforce such contractual provisions, Virginia is not one of them. Virginia courts have consistently held for over 100 years that personal injury waivers and releases are void because they violate public policy. Most recently, this principle was reaffirmed in *Hiatt v. Lake Barcroft Community Association*, 241 Va. 191, 418 S.E. 2d 894 (1992), a case in which the plaintiff was injured while participating in a triathlon organized by a community association. The participant had earlier signed a release to “waive, release and forever discharge any and all rights and claims for damages which I have or may hereafter accrue to me against the organizers and sponsors...for any and all injuries suffered by me in said event.” The Virginia Supreme Court again ruled in favor of the injured party, holding that the release and waiver was unenforceable and against public policy.

This state of affairs raises a few questions. First, should nonprofits immediately cancel all athletic events and other activities that involve any conceivable risk of harm to participants? Absolutely not. There are numerous ways to mitigate and manage the risk associated with conducting athletic or entertainment events--liability insurance coverage being the most common risk management strategy.

Second, is it a total waste of time for event organizers to continue to include that broad waiver and release language on registration applications and entry forms? Not really. It is still a good idea to keep using that language because it reminds participants that the activities in which they will be participating involve risk, thereby encouraging them—at least indirectly—to exercise a reasonable degree of caution and prudence during the event. Second, as a practical matter, the language might deter participants from pursuing claims against event organizers (i.e., potential claimants who have not consulted with an attorney and are otherwise not up-to-speed on the current state of Virginia law on this issue).

For assistance drafting an appropriate documentation for your next tournament or event, or other legal questions, contact Eric C. Perkins, Esq. at (804) 205-5162 or [eric@ericperkinslaw.com](mailto:eric@ericperkinslaw.com).