

## Riverview Baseball Association

### PARTICIPANT INFORMED CONSENT, WAIVER AND RELEASE OF LIABILITY AGREEMENT

#### PLEASE READ BEFORE SIGNING:

The undersigned, on behalf of himself/herself, his or her spouse, and as the parent or guardian of the participating child identified below (the "Player" and together with parent, spouse, or guardian collectively referred to herein as the "Participants") acknowledges, understand, and agree that:

1. The risk of injury and/or illness from the activities involved in the St. Clair Little League athletics/sports program (the "Program") are significant, and include the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury or death still exists;
2. The risk to have direct or indirect contact with individuals who have been exposed to and/or diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies, and/or any mutation or variation thereof does exist and it is impossible to eliminate the risk that the Participants could become infected through contact with or close proximity to an individual with a communicable disease;
3. The Participants KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES (as hereinafter defined) or others, and assume full responsibility for their participation in the Program; and,
4. The Participants willingly agree to comply with all terms and conditions for participation in the Program, including the terms and conditions of this Agreement.

THE PARTICIPANTS, ON THEIR OWN BEHALF AND ON BEHALF OF ANY PERSONS CLAIMING BY, THROUGH OR UNDER THEM, (INCLUDING THE PLAYER) HEREBY WAIVE, RELEASE AND FOREVER DISCHARGE ANY AND ALL CLAIMS OR CAUSES OF ACTIONS WHICH THE PARTICIPANTS MAY HAVE NOW OR HEREAFTER AGAINST THE PROGRAM, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF ANY DEATH, INJURIES, DISABILITY, CONTRACTION OF INFECTIOUS COMMUNICABLE DISEASE OR DAMAGE THAT THE PARTICIPANTS MAY SUSTAIN IN CONNECTION WITH PARTICIPATION IN THE PROGRAM AND WILL INDEMNIFY AND HOLD THE PROGRAM HARMLESS AGAINST ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION. THE PARTICIPANTS HEREBY FURTHER AGREE NOT TO SUE THE PROGRAM FOR THE CLAIMS WAIVED AND RELEASED IN THIS AGREEMENT. THE PARTICIPANTS FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE PROGRAM FROM CLAIMS OR LIABILITY OR DAMAGE FROM ANY INJURY OR ILLNESS (INCLUDING DEATH) TO ANY OTHER PERSON(S) CAUSED BY OR RELATED TO ACTIONS OF THE PARTICIPANTS. The Participants' waiver, release, discharge and agreement to indemnify and hold the Program harmless extends to the Program's respective directors, officers, officials, agents, employees, coaches, sponsors, advertisers (collectively with the Program referred to herein as the "Released Parties"). The Participants expressly understand that they are agreeing to waive, release, not sue, indemnify and hold harmless the Released Parties for any claims, liability, damages or losses arising from injuries to or caused by the Participants while engaged in the Program. The Participants attest as of the date of this Agreement and each time the Participants enter the Program facility that:

- (a) He or she is not experiencing any symptoms described by the Center for Disease Control and Prevention (CDC) as being associated with illness caused by the COVID-19 virus, such as a fever, cough, shortness of breath, chills, shaking with chills, muscle pain, head ache, sore throat, or a new loss of taste or smell. That Participants have not experienced any of

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those symptoms in the past two weeks and that no one who lives in Participants' house has experienced any of these symptoms in the past two weeks. That to Participants' knowledge neither Participant, nor anyone living in Participants' house, has been exposed to any person who has been infected by the COVID-19 virus. If Participants or anyone in Participants' house has develop any of these symptoms, Participants agree to notify [insert name] and to not attend any Program events until the symptoms have cleared, testing has proven that there is not a coronavirus infection or that if there was an infection Participants are no longer contagious. Permission must be received from the Program before Participant may return to the Program.

(b) Participants are aware that he or she must follow the safety and hygiene protocols that have been implemented by the Program which have been provided to Participants and Participants have reviewed, and that if Participants fail to do so, Participants could be asked to leave the Program and not be permitted to participate.

(c) Participants: (i) have not been exposed to a person with a confirmed or suspected case of COVID-19, (ii) have not been diagnosed with COVID-19, (iii) if he or she has been diagnosed with COVID-19, he or she has been cleared as noncontagious by state or local public health authorities and doctors.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

By signing this waiver, parents or legal guardians agree to the above statements. Parents or legal guardians of each Player must sign below, and by their signature, hereby certify that as parents/legal guardians with legal responsibility for the Player, they consent and agree to his/her release as provided above of all the Released Parties, and, for myself, my heirs, assigns and next of kin, I release and agree to indemnify the Released Parties from any and all liabilities incident to the Player's involvement or participation in the Programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

Player Name (please print):

\_\_\_\_\_

Division: **10u Softball**

Team Name:

\_\_\_\_\_

Parents/Guardians Name (please print):

\_\_\_\_\_

\_\_\_\_\_

Parents/Guardians:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_