

Reviewed by Attorney: **Damien Fertitta** (damien@fslawcorp.com)

We added some necessary wording to protect LL and give notice to those who sign the form. Remember that the form will not protect gross negligence. With that said, if you know anyone has COVID or was around someone with COVID, you have to remove them. If you have any questions,

This also covers the Parent Watching the event.

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+ Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

In consideration of the services of Anytown Little League ("League"), their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release, indemnify, and discharge League, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I _____ expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks of COVID-19. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless league from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity with regard to COVID-19. Should League or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. I certify that I have adequate insurance to cover any injury or damage I may suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have. In the event that I file a lawsuit against League, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. League has put in place preventative measures to reduce the spread of COVID-19; however, League cannot guarantee that you or your child(ren) will not

become infected with COVID-19. Further, participating in the League could and **may increase your risk and your child(ren)'s risk of contracting COVID-19.**

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by participating in the League and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 while participating in the League may result from the actions, omissions, or negligence of myself and others, including, but not limited to, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s participation in the League. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the League, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the League, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any League activity. I acknowledge that I have received a copy of procedures and preventative measures put into place by the League and agree to strictly comply with them at all times. I acknowledge and agree that this Waiver and Release is binding upon my heirs, assigns and legal representatives. I agree that this Waiver and Release is intended to be as broad and inclusive as is permitted by California law. I understand that any failure to comply will result in a loss of ability to participate in the League.

By signing this document, I acknowledge that if the participant has become contagious, infected, suffers personal injury, disability, and death during his/her participation in this activity related to COVID-19. I may be found by a court of law to have waived my right to maintain a lawsuit against League on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Parent/Guardian _____

Printed name of Parent/Guardian _____

Dated _____

Name of participant _____

(appendix 2) Practice Protocol Awareness Verification (Parents and Guardians) I certify that I have read all of the protocols for practices during the 2020 Little League season. I understand that any breach of these protocols will lead to my son/daughter being removed from their team and they will not be allowed to return during the 2020 season. I understand the purpose of these protocols is to foster a safe environment for all of the players on my son's/daughters' team and throughout the league. I understand that there may be additional protocols that could be implemented by the League Safety Officer. I understand there will be additional protocols for game situations, and these will be distributed by the League Safety Officer. I will abide by all protocols deemed necessary by the league.

Name Players _____

Signature _____

Date _____

Email _____

Cell # (appendix 3)