

San Ramon Little League

INFORMED CONSENT, ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT RELATING TO COVID-19 EXPOSURE, COVID-19 LIABILITY, AND COVID-19 RISKS

The persons to whom this Agreement applies are, as follows:

Adult Participant Name: _____

Minor Athlete Name: _____ Participant Age(s): _____

Name of Minor Athlete's Parent or Legal Guardian signing below: _____ (If applicable)

The State of California recently announced that effective February 26, 2021, moderate -contact and high-contact youth and adult recreational sports may resume, including competitions, if permitted by local health authorities and if in compliance with both Contra Costa County and State requirements for these sports.

San Ramon Little League (the "Organization") is taking reasonable measures to prevent the spread of COVID-19 infection, including following applicable state and County public health orders and protocols. However, the possibility of transmission cannot be eliminated. Athletes and their families must be aware of and acknowledge the risks before participating in athletics.

The Organization has taken certain steps to implement certain recommended guidance and recommendations issued by state and local public health agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions. The undersigned acknowledges and agrees that the Organization may revise its procedures at any time based on updated recommended guidance and recommendations issued by state and local public health agencies and further agrees to comply with the Organization's revised procedures prior to utilizing the facilities, services, and/or prior to participating in the programs of the Organization. The undersigned fully understands and appreciates both the known and potential dangers of participating in the programs and/or utilizing the facilities and services of the Organization and acknowledges that use thereof by the undersigned and/or such participating children may, despite the Organization's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

By initialing and signing this Informed Consent, Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement, you acknowledge, accept, and agree to all the following (Athlete and, if the Athlete is a minor, Parent/Guardian Must Initial and Sign):

- Participation in athletics and activities conducted by the Organization is purely voluntary.

Parent / Adult Participant Initial: _____ Athlete Initial: _____

- Youth Athlete has permission to participate in athletic meetings, practices, and competitions as directed by the coaching staff.

Parent / Adult Participant Initial: _____ Athlete Initial: _____

- Neither the Athlete nor Parent/Guardian will attend meetings, practice and/or competitions if any of the following apply:
 - A. The Athlete or any member of their household is exhibiting one symptom(s) of COVID-19 that first appeared within the last 10 days: fever (at or over 100.4°F or 38°C) or chills, cough, shortness of breath or difficulty breathing, feeling tired, muscle or body aches, headache, sore throat, nausea or vomiting, diarrhea, congestion or runny nose, or new loss of taste or smell. The Athlete or Parent/Guardian, if the Athlete is a minor, will check Athlete's temperature at home prior to attending meetings, practices, and/or competitions; and Athlete will not attend if their temperature is at or over 100.4°F or 38°C.
 - B. The Athlete or any member of their household has been diagnosed with COVID-19 or has a suspected diagnosis of COVID-19 or pending COVID-19 test.
 - C. The Athlete or any member of their household has spent time with another individual who has been diagnosed with COVID-19 or has a suspected diagnosis of COVID-19.
 - D. The Athlete or any member of their household is currently under isolation or quarantine orders.

Parent / Adult Participant Initial: _____ Athlete Initial: _____

- If the Athlete tests positive for COVID-19 or has been identified as being exposed to an individual that has tested positive for COVID-19, the Athlete or Parent/Guardian, if the Athlete is a minor, agrees to immediately inform the Organization and acknowledges that the Organization may be required to contact the Contra Costa County Health Services (CCHS) to provide information regarding the confirmed positive test, including Athlete's name and contact information. I consent to the Organization providing such information to CCHS or any other the administrative body as required by law. I agree to willingly cooperate with any contact tracing that is deemed necessary by the Organization and/or CCHS.

Parent / Adult Participant Initial: _____ Athlete Initial: _____

- We are aware that the Athlete may be exposed to COVID-19 while participating in or attending meetings, practices and/or competitions. We understand that this exposure carries a risk of infection, serious illness, or death for both the athlete and their household members.

Parent / Adult Participant Initial: _____ Athlete Initial: _____

- We acknowledge the Organization, the Governor, State Department of Health, CCHS, or other administrative body with authority over San Ramon Little League may determine to cancel a competition or the season at any time. We also acknowledge the Organization must comply with any mandates issued by any entity with the authority over athletics and agree to comply with any such directives even if issued after signature to this agreement.

Parent / Adult Participant Initial: _____ Athlete Initial: _____

- Athlete and Parent/Guardian, if the Athlete is a minor, is/are aware that practices, games, spectating, and/or transportation will look different than prior years, including the need for physical distancing and the correct and consistent use of face masks. We agree to comply with the direction provided by the coaching staff and acknowledge that the failure to do so may result in the Athlete being refused participation at practice, competitions, and/or the entire sport season.

Parent / Adult Participant Initial: _____ Athlete Initial: _____

- Athlete is voluntarily participating in athletics. Athlete or Parent/Guardian, if the Athlete is a minor, agrees to assume any and all risks of infection, injury, or death, whether those risks are known or unknown.

Parent / Adult Participant Initial: _____ Athlete Initial: _____

- Athlete and Parent/Guardian, if the Athlete is a minor, acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by the Organization, social distancing of 6 feet per person among children and their fellow participants or others is not always possible. The undersigned fully understands and appreciates both the known and potential dangers of participating in the programs and/or utilizing the facilities and services of the Organization and acknowledges that use thereof by the undersigned and/or such participating children may, despite the Organization's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

Parent / Adult Participant Initial: _____ Athlete Initial: _____

IN FURTHER CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE ORGANIZATION'S PROGRAMS, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

ATHLETE AND PARENT/GUARDIAN, IF THE ATHLETE IS A MINOR, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Organization or its national governing body organization, or any of their respective directors, officers, employees, volunteers and agents, or any of the fellow participants or their family members or guests from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) *whether caused by the negligence, active or passive, of the Organization or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or using any equipment of or participating in any program of or affiliated with the Organization.* To the extent such statute applies, the undersigned also expressly and knowingly waives all rights under California Civil Code Section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

ATHLETE AND PARENT/GUARDIAN, IF THE ATHLETE IS A MINOR, AND ADULT PARTICIPANT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS the Organization or its national governing body organization, or any of their respective directors, officers, employees, volunteers and agents, and each of them, from any loss, liability, damages or costs they may incur, *whether caused by the Organization's negligence, active or passive, or otherwise* while the undersigned or any participating child is participating in any program of the Organization or in, upon, or about the premises or any facilities or equipment affiliated with the Organization. The undersigned understands and agrees that the Organization is not required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or while participating in any program affiliated with the Organization.

The undersigned agrees and acknowledges that use of the Organization facilities and services, and participation in the Organization programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of the Organization and/or while using the premises or any facilities or equipment thereon and/or while participating in or observing any program affiliated with the Organization. The undersigned acknowledges that any illness or injuries that the undersigned or such participating children

contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State in which the undersigned resides or participates and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I/WE HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM/WE ARE AWARE OF THE RISKS OF PARTICIPATING IN ATHLETICS DURING THE COVID-19 PANDEMIC. I AM/WE ARE AWARE THAT THIS FORM CONTAINS A RELEASE OF LIABILITY AND WAIVER OF ALL CLAIMS. I AM/WE ARE SIGNING THIS AGREEMENT VOLUNTARILY, FULLY AWARE OF THE RISKS AND MY RELEASE AND WAIVER OF ANY CLAIM AGAINST THE ORGANIZATION, ITS EMPLOYEES, VOLUNTEERS, AGENTS, BOARD MEMBERS, OR OTHER RELATED ENTITIES. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARD(S) AND I REPRESENT AND WARRANT TO THE ORGANIZATION THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

Athlete Printed Name: _____

Athlete Signature: _____ Date: _____

Parent / Adult Participant Printed Name: _____

Parent / Legal Guardian / Adult Participant Signature: _____

Date: _____