

# COVID-19 Assumption of Risk Waiver of Liability, and Consent Form

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## FOR NON-CITY SPONSORED ACTIVITIES & EVENTS ON CITY PREMISES

### COVID-19 HEALTH EMERGENCY AND EXPOSURE RISK

A state of public health emergency is currently in effect in the State of California as of March 4, 2020, and locally, emergencies have been declared in the County of Los Angeles and the City of Sierra Madre ("City") in response to COVID-19. The novel coronavirus, COVID-19, is a respiratory illness that is spread through the air via droplets from an infected person or by touching contaminated surfaces. It may cause severe illness, disability, and death. Persons who are immunocompromised, and/or who have underlying health conditions have been identified as higher risk. The COVID-19 virus may be carried in some people without apparent symptoms, and as such, exposure mitigation requires precautions.

The local public health officer recommends taking certain precautions, including maintaining required social distancing, wearing face coverings while on City Premises or inside the buildings, on the fields, and in public common areas. Practicing good and conscientious personal hygiene, and sanitizing high-touch, high-use surfaces.

While proper precautions are in place, it is not possible to reopen without the possibility of exposure, and it is not possible to guarantee that every participant will responsibly comply with posted COVID-19 restrictions and instructions. The Sierra Madre Little League and City cannot prevent you from spreading, becoming exposed to, or contracting COVID-19, either in the community or while participating in Sierra Madre Little League activities and events on City premises. Therefore, if you choose to participate and enter onto City premises, you assume a possible increased risk of spreading or contracting COVID-19.

Sierra Madre Little League and its participants will adhere with all local, state, and federal laws, codes, and regulations related to use of City premises, including but not limited to fire codes, assembly occupancy, public health orders, and the Americans with Disabilities Act.

Sierra Madre Little League and its participants further agree that they are solely responsible for reviewing and ensuring compliance with all applicable public health orders and/or guidance in effect at the time of the use of the City premises.

**ASSUMPTION OF RISK:** I have read and understood the above warning concerning COVID-19. I hereby choose to accept a possible increased risk of spreading or contracting COVID-19 in order for myself or my children to participate in Sierra Madre Little League activities and events on City premises. These services are of such value to me that I accept this possible increased risk.

**WAIVER OF LIABILITY:** I hereby waive, release, and discharge the City and its respective officers, employees, contractors, and volunteers, (collectively "Releasees") from all claims, actions, or demands of any kind, nature, and description (collectively "Claims"), including Claims for damages for medical care and personal injury, including disability and death, which I or members of my household may have now or in the future against Releasees arising out of or in any way related to or connected with my participation in Sierra Madre Little League activities and events on City premises.

*The parties to this agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.*

**CONSENT TO SCREENING, DIRECTION, AND QUESTIONING:** In order to participate in Sierra Madre Little League activities and events on City premises, I hereby consent to:

- Submit to an infrared thermometer test in the presence of a Sierra Madre Little League volunteer/monitor to measure my temperature;
- Follow instructions regarding social distancing, the use of face coverings, and practice personally responsible hygiene; and
- Respond truthfully to COVID-19 symptom screening questions regarding my health and the health of those in my household.

I have read this COVID-19 Assumption of Risk, Waiver of Liability, and Consent Form, and I hereby attest that I signed it voluntarily on behalf of myself and my child.

\_\_\_\_\_  
Signature (on behalf of myself)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (on behalf of child/participant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Participant

\_\_\_\_\_  
Date