



## **PARTICIPANT ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT**

In consideration of my child (or child for which I am the legal guardian) being allowed to participate on behalf of Sierra Madre Little League (SMLL) and its related events and activities, the undersigned parent/guardian, with legal responsibility for the participant child, acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While various safety plan(s), special sanitation measures and personal discipline may be engaged to reduce these risks, I acknowledge that nothing can or will eliminate the risks of infection, serious illness and death when participating in Sierra Madre Little League events and activities; and
2. I have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases; and
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF ANY OF THE RELEASEES (as defined below) or otherwise, and assume full responsibility for my child's/ward's participation; and
4. Neither the athlete nor the 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 first appear 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 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 quarantine orders; and
5. 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 Parent/Guardian agrees to immediately inform SMLL and acknowledges that the League must contact the Los Angeles County Department of Public Health (LACDPH) to provide information regarding the confirmed positive test, including Athlete's name and contact information.

I consent to SMLL providing such information to LACDPH or any other administrative body as required by law. I agree to willingly cooperate with any contact tracing that is deemed necessary by the League and/or LACDPH.
6. We acknowledge SMLL, the Governor, State Department of Health, LACDPH, or other administrative body with authority over SMLL may determine to cancel a competition or the season at any time. We also acknowledge SMLL 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; and

7. Athlete and Parent/Guardian are aware that practices, games, spectating, and 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; and

8. I and my child/ward willingly agree to comply with the stated and customary terms and conditions for participation in Sierra Madre Little League events and activities as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my child's/ward's presence or participation, I will remove my child/ward (or he or she will remove himself or herself) from participation and bring such to the attention of the nearest official immediately; and

9. I, for myself, and on behalf of my heirs, assigns, personal representatives, spouse or partner and other family (the "Releasors"), HEREBY RELEASE AND HOLD HARMLESS each of the other participants; Sierra Madre Little League and its board members, officers, employees, volunteers, agents, representatives, sponsors and advertisers; the City of Sierra Madre and its council members, employees, volunteers, agents and representatives; and any other sponsoring agency (collectively, the "Releasees"), with respect to ANY AND ALL ILLNESS, DISABILITY, DEATH, or LOSS OR DAMAGE to person or property arising out of, in connection with or otherwise incident to my presence or participation in Sierra Madre Little League event and activities, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF ANY OF THE RELEASEES or otherwise, and whether or not existing now or arising in the future, to the fullest extent permitted by law (collectively, "Waived Matters"); and

10. I, for myself, and on behalf of the Releasors, hereby waive the benefits of Section 1542 of the California Civil Code (and any comparable law applicable in another jurisdiction), which provides as follows: *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.*

**I HAVE READ THIS RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION 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.**

Name of parent/guardian:

Parent guardian/signature:

Player name(s):

- 1.
- 2.
- 3.

Date signed: