



COVID-19 LIABILITY WAIVER AND ASSUMPTION OF RISK

The novel coronavirus, COVID-19, is a highly infectious, life-threatening disease declared by the World Health Organization to be a global pandemic. COVID-19 is also associated with a serious and potentially deadly condition called Multisystem Inflammatory Syndrome in Children (MIS-C). There is no current vaccine or medication for COVID-19 or its related illnesses (“COVID-19”). COVID-19’s highly contagious nature means that exposure to others or contact with surfaces that have been exposed to the virus can lead to infection. Individuals who have COVID-19 may not show any symptoms, even if they are contagious. It is currently very difficult to control the spread of COVID-19 or to determine whether, where, or how a specific individual may have been exposed to the disease. For more information on COVID-19, visit the websites of the Centers for Disease Control and Prevention (<https://www.cdc.gov/coronavirus/2019-ncov/index.html>) or the California Department of Public Health (<https://covid19.ca.gov/>).

Aware of the foregoing, I am voluntarily agreeing to have myself or my child, _____ (insert name of attendee), attend the _____ (insert event) held on the fields of Santa Monica on Permits held by **Santa Monica Little League** (herein after “SMLL”). I understand that SMLL has implemented safety rules and precautions in order to mitigate the spread of COVID-19. However, those measures do not completely protect against the spread of COVID-19. Moreover, it may not always be possible for players to follow social distancing and other precautions.

I agree that aforementioned attendees must comply with such rules and precautions, which may include, but are not limited to, mask wearing, hand washing, hand sanitizing, and social distancing. I understand these rules and precautions may need to be adjusted before the event date, as information about COVID-19 evolves.

I acknowledge that even if attendees follow all directions, instructions, and rules and exercise utmost personal care, there will remain a certain irreducible inherent risk to all attendees and I accept that risk. I agree that if exhibiting symptoms of respiratory illness, a fever of 100.4°F or higher, or any other known symptoms of COVID-19, the aforementioned attendee will not enter campus.

By signing this agreement, I acknowledge the contagious nature of COVID-19, the fact that it can be difficult to identify, and the inherent risks of being exposed at the School to those who may be infected with COVID-19, including School employees, agents, contractors, volunteers, or other visitors. I voluntarily assume the risk of possible exposure or infection by COVID-19 by entering the field of play and that such exposure or infection may result in personal injury, serious illness, permanent disability, and/or even death. I further acknowledge that children who



become infected with COVID-19 may later develop MIS-C and I assume this risk. I understand and acknowledge that given the unknown and evolving nature of COVID-19, it is not possible to fully list each and every individual risk of contracting COVID-19.

I understand that the risk of becoming exposed to or infected by COVID-19 at the SMLL events may result from the actions, omissions, or of myself and others, including, but not limited to, league employees, agents, contractors, volunteers, and players. I voluntarily assume full responsibility for aforementioned attendees for any and all risks of illness, injury, disability or death associated with exposure to COVID-19, as well as from use of any protective equipment, including but not limited to face masks, gloves, balls, or related gear that the SMLL may voluntarily provide.

To the fullest extent permitted by law, I completely absolve, release, and waive any potential claims I or my child may have against the SMLL, its directors, officers, employees, agents, and volunteers (“Released Parties”) including, but not limited to, claims for personal injury, disability, illness, damage or death from exposure to COVID-19, whether such exposure occurs during or after my attendance at the School’s campus or School events.

Also, I agree, on behalf of myself or my child, my personal representatives and heirs, not to make any type of legal or equitable claim arising from my or my child’s exposure to COVID-19, against the Released Parties, whether or not it arises through the negligence, omission, or default of Released Parties or a student.

I further agree that if any such claim is made against the Released Parties, I will indemnify and defend the Released Parties with respect to any such claim. Such duty of defense shall arise immediately upon tender.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS OF MYSELF AND/OR MY CHILD, INCLUDING THE RIGHT TO SUE. THIS AGREEMENT SHALL BE BINDING UPON ME AND MY HEIRS, MY CHILD, LEGAL REPRESENTATIVES, AND ASSIGNS, AND SHALL INURE TO THE BENEFIT OF THE SCHOOL AND THEIR SUCCESSORS AND ASSIGNS.

SIGNATURE (ATTENDEE OR PARENT ON BEHALF OF MINOR):

_____ DATE: _____

PRINTED NAME: _____