

Waiver of Liability and Assumption of Risk Relating to Coronavirus/COVID-19 While Participating in Davis Little League

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious. The virus is believed to spread from person-to-person contact, by contact with contaminated surfaces and objects, and through droplets and aerosol particles in the air. People reportedly can be infected and show no symptoms and therefore spread the disease unknowingly. Evidence has shown that COVID-19 can cause life threatening illness and death.

I am familiar with the Davis Little League Covid-19 Prevention Plan (DLL Plan) which adopts federal, state and local guidelines, including the recommendations to observe social distancing, face coverings, and other communicable disease mitigation best practices. I accept full responsibility for familiarizing myself with the DLL Plan, as well as the federal, state and local guidelines.

Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Davis Little League voluntarily.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I and my minor child/ward (hereinafter "Player"), may be exposed to or infected by COVID-19 through participating in Davis Little 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 through participation in Davis Little League may result from the acts, omissions, or negligence of myself and others, including, but not limited to, Davis Little League board members, managers, coaches, umpires, players, volunteers, observers and other parents/guardians of players.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself and my Player including, but not limited to, personal injury, disability and death arising out of, related to or pertaining to any COVID-19 related illness, damage, loss, liability or expense of any kind, including financial loss, and medical and legal costs, that I may experience or incur in connection with participation in Davis Little League.

On my behalf, and on behalf of my Player, spouse, heirs, and personal representatives, I hereby release, promise not to sue, discharge, and hold harmless the Davis Little League, its board of directors, its agents, representatives, and any managers, coaches, umpires and other volunteers of and from any and all liabilities, claims, actions, damages, including injury, illness and death, costs or expenses of any kind arising out of, related to or pertaining to COVID-19 and participation in Davis Little League.

I understand and agree that this release is in effect whether a COVID-19 related infection occurs before, during, or after participation in Davis Little League.

The undersigned further expressly agrees that the foregoing waiver of liability and assumption of risk is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IMPORTANT:

THIS DOCUMENT RELIEVES THE DAVIS LITTLE LEAGUE AND OTHERS FROM LIABILITY FOR PERSONAL INJURY, ILLNESS AND DEATH ARISING OUT OF OR RELATING TO COVID-19 AND PARTICIPATION IN DAVIS LITTLE LEAGUE. I HAVE READ THIS WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PRINT NAME OF PLAYER

PRINT NAME OF PARENT/GUARDIAN OF PLAYER

SIGNATURE OF PARENT/GUARDIAN OF PLAYER

DATE