

## City of Scottsbluff

### COVID-19: Youth Baseball and Softball Participants Agreement

#### ACKNOWLEDGMENT AND ASSUMPTION OF RISK

The COVID-19 coronavirus has been declared a worldwide pandemic by the World Health Organization, is extremely contagious and is believed to spread mainly from person-to-person contact. By signing this, you ACKNOWLEDGE AND ASSUME THE RISK AND DANGERS OF ILLNESS, DISEASE, MEDICAL COMPLICATIONS, INJURY OR DEATH, caused by or related to COVID-19, by voluntarily entering the property of any Municipality and participating in or viewing baseball or softball games, practices, or related activities, or by authorizing the participation of a minor in or the presence of a minor at baseball or softball games, practices, or related activities. No one guarantees that you or your child(ren) will not become infected with COVID-19. The person signing below voluntarily assumes this risk because s/he chooses or elects to do so.

#### COVID-19 RELEASE AND INDEMNITY AGREEMENT AND COVENANT NOT TO SUE

In consideration of the above-listed player, coach, or official ("Participant") being allowed to participate in baseball and/or softball on municipal property, the Participant or the parent(s) or legal guardian (if Participant is a Minor), on his or her own behalf and on behalf of any Minor Participant, agree as follows:

1. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE every city or village (hereinafter, **Municipality**) on whose property Participant participates in any baseball or softball games, practices, or related activities, together with each such **Municipality's** mayor and council, village board of trustees, manager/administrator, clerk, agents and employees, and all others who participate with Participant in such activities (all of whom are collectively referred to herein as "Releasees") from any and all liability to the Participant (or Participant's personal representatives, assigns, heirs, parents, legal guardians, siblings, children or dependents) on account of injury, illness, disease, quarantine or death from the COVID-19 coronavirus and any complication or related disease or condition, occurring as a result of entering the property of any such **Municipality**, participating in or viewing any baseball or softball game, practice, or related activity, or other use of public facilities on the property of any such **Municipality**, whether such injury, sickness, disease, condition, or death is caused by the negligence or other wrongful conduct of one or more of the Releasees or any other participants, spectators or other individuals present at the baseball or softball game, practice, or related activity, or whether liability for such injury, sickness, disease, condition, or death is assigned to one or more of the Releasees as a matter of strict liability or any other legal doctrine.
2. AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from any liability, damage or loss (including, but not limited to, attorneys' fees and other defense costs) one or more of them may suffer or incur arising out of or related to the Participant's or any of the undersigned's entry onto the property of any such **Municipality** in connection with any baseball or softball game, practice, or related activity, whether such claim is based on one or more of the Releasees' negligence, breach of contract or warranty, strict liability or other legal theory. The undersigned COVENANTS not to sue any Releasee related to injury, disease, loss, quarantine, or illness related to COVID-19.
3. THE PERSON SIGNING BELOW AGREE(S) to comply with all federal, state and local laws and regulations, all directed health measures and guidelines,

and all security policies or procedures established by any such **Municipality** relating to COVID-19 or other safety or hygiene precautions, understanding that the **Municipality** may elect to deny entrance to the property (including any facilities present thereon) and the Participant may not be allowed to participate or continue to participate in the baseball or softball game, practice, or related activity at the election of the **Municipality** at any time. The undersigned agree(s) that in the event any portion of this document is held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect to the greatest extent possible under applicable law. The parents or guardian of the Participant agree that by signing below they are in addition to binding themselves and binding any minor Participant on whose behalf they have signed, to the maximum extent permitted by applicable law to this Agreement in full.

#### BABE RUTH/CAL RIPEKN BASEBALL AMATEUR ATHLETIC WAIVER AND RELEASE OF LIABILITY

#### READ BEFORE SIGNING

In consideration of being allowed to participate in any way in **23Club** athletic sports program, related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risks of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19) from the activities involved in this program are significant, potentially life-threatening, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I acknowledge that I am aware that there are risks to me of exposure to directly or indirectly arising out of, contributed to, by, or resulting from:
5. An outbreak of any and all communicable disease, including but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof; In consideration of having the opportunity to participate as either a team member or competitor at location, and in acknowledging that I am aware of and willing to assume the risks associated with this activity, I hereby voluntarily agree to waive, hold harmless and indemnify Babe Ruth League, Inc. and its trustees, agents, volunteers and employees from any and all claims, demands, damages and causes of action of any nature whatsoever arising out of ordinary negligence which I, my heirs, my assigns or successors may have against them for, on account of, or by reason of my participation in the above activities. I indicate my agreement to this hold harmless elective noted below.

**SIGNATURE FORM FOR CITY OF SCOTTSLUFF COVID-19 AGREEMENT & BABE RUTH/CAL RIPKEN WAIVER AND RELEASE OF LIABILITY**

**CITY OF SCOTTSLUFF:**

I AM THE AGE OF MAJORITY, AM COMPETENT AND HAVE FULL AUTHORITY TO SIGN THIS, HAVE READ THE ABOVE AND UNDERSTAND ITS TERMS. I SIGN KNOWING ITS EFFECTS.

**BABE RUTH / CAL RIPKEN:**

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK 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.

	Participant Name (Player, Coach)	Age	Address (Street, City, State, Zip)	Phone	Parent/Guardian Signature	Parent/Guardian Printed Name	Date Signed
1							
2							
3							
4							
5							
6							
7							
8							

SIGNATURE FORM FOR CITY OF SCOTTSBLUFF COVID-19 AGREEMENT & BABE RUTH/CAL RIPKEN WAIVER AND RELEASE OF LIABILITY

	Participant Name (Player, Coach)	Age	Address (Street, City, State, Zip)	Phone	Parent/Guardian Signature	Parent/Guardian Printed Name	Date Signed
9							
10							
11							
12							
13							
14							
15							
16		Age					

**(THIS INFORMATION NEEDS TO BE FILLED OUT FOR EVERY PLAYER AND COACH)**