

## **Waiver and Release of Liability Relating to Coronavirus/COVID-19**

COVID-19 has been declared a worldwide pandemic by the World Health Organization. Crescenta Valley United Softball Association (“CVUSA”) has established preventative measures and policies to reduce the risk of spread of COVID-19. CVUSA cannot, however, guarantee that you, your child(ren), will not become exposed to and infected with COVID-19.

This Waiver and Release of Liability Relating to Coronavirus/COVID-19 (“Waiver and Release”) is effective for the remainder of the year and encompasses any and all CVUSA events and activities (“CVUSA activities”).

I acknowledge that I have read each paragraph of the Waiver and Release.

I acknowledge that I had the opportunity, before signing the Waiver and Release, to ask questions about, discuss, and negotiate any of the terms set forth in the Waiver and Release.

I acknowledge and understand the contagious nature of COVID-19, and I voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by participating in CVUSA activities, and that such exposure or infection may result in personal injury, illness, disability, or death.

I acknowledge and understand that I am agreeing to the terms set forth in the Waiver and Release, as consideration for my child(ren) being permitted to participate in CVUSA activities.

I acknowledge and understand that the risk of becoming exposed to or infected by COVID-19 while participating in CVUSA activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, CVUSA volunteers, and all of CVUSA’s program participants and their families. I acknowledge and understand that it is impossible to eliminate the risk that my child(ren), and my family, become exposed to and infected by COVID-19 when participating in CVUSA activities.

I, for myself, my child(ren), my heirs, personal representatives or assigns, voluntarily agree to assume the risk that my child(ren), and my family, may be exposed to, and become infected by, COVID-19, when participating in CVUSA activities, and I agree to accept responsibility for any injury that my child(ren), or my family, may experience in connection with CVUSA activities, including, but not limited to, personal injury, disability, illness, and death. I voluntarily agree to release CVUSA and its officers, directors, agents, volunteers, coaches, and insurers (the “Released Parties”) from and against any and all liability, claims, demands, actions, damages, or causes of action of any kind arising from or related to my child(ren) or I being exposed to or infected by COVID-19 when participating in CVUSA activities.

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The Waiver and Release is limited to claims premised on the negligence of the Released Parties; the Waiver and Release does not apply to claims which are based on the intentional conduct, or reckless disregard, of the Released Parties.

In the event of any dispute arising under or related to the Waiver and Release, the laws of the State of California shall apply.

I UNDERSTAND THAT BY ACKNOWLEDGING THIS WAIVER AND RELEASE, I AM RELEASING CLAIMS WHICH I MAY OTHERWISE HAVE BEEN ABLE TO PURSUE, AND AM GIVING UP SUBSTANTIAL RIGHTS.

Player Name \_\_\_\_\_

Print Name \_\_\_\_\_

Sign Name \_\_\_\_\_ Date \_\_\_\_\_