



SANTA MONICA GIRLS FASTPITCH  
WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread in numerous ways, including from person-to-person contact, by contact with contaminated surfaces and objects, and even in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. **Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.**

Santa Monica Girls Fastpitch ("SMGF") cannot prevent you or your child(ren) from becoming exposed to, contracting, or spreading COVID-19 while participating in SMGF's activities, which include, without limitation, training, instruction, and practices, whether involving team or individual events and activities ("SMGF Activities"). It is not possible to prevent against the presence of the disease. Therefore, if you, on behalf of yourself and/or your child, choose to participate in any SMGF Activities, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

In recognition of the foregoing and in consideration for your and/or your child's participation in any SMGF Activities, including, without limitation, your child's enrollment in any SMGF programs, the undersigned acknowledges, appreciates and agrees that:

1. **RISK OF COVID-19.** Participation in the SMGF Activities risks direct or indirect contact with individuals who have been exposed to and/or diagnosed with one or more communicable diseases, including but not limited to COVID-19. The risk that I, or my child, could become infected as a result of my and/or my child's participation in the SMGF Activities cannot be eliminated completely.
2. **ASSUMPTION OF RISK.** I have read and understood the above warnings concerning the risks of contracting COVID-19 and other communicable diseases, in the introductory paragraphs and Paragraph 1 above. I, for myself and on behalf of my child(ren) participating in the SMGF Activities, **KNOWINGLY AND FREELY ASSUME ALL RISK OF CONTRACTING COVID-19 OR ANOTHER COMMUNICABLE DISEASE** from my and/or my child(ren)'s participation in the SMGF Activities. The benefits of participation in the SMGF Activities are of such value to me and/or to my child(ren) that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to participate therein.



3. **WAIVER OF LIABILITY.** I, on behalf of myself and any child(ren) participating in the SMGF Activities, HEREBY RELEASE AND HOLD HARMLESS SMGF, including without limitation its officers, directors, managers, officials, coaches, team managers, and other volunteers (collectively the “RELEASEES”), from liability for any claims, causes of action, allegations or matters arising out of, relating to, or based upon exposure, infection, and/or spread of COVID-19 or other communicable disease, including illness, disability, and death, related to or arising out of my or my child(ren)’s participation in the SMGF Activities, even where ARISING FROM THE ACTIVE OR PASSIVE NEGLIGENCE OF RELEASEES. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.
  
4. **PARTICIPATION CONDITIONED ON COMPLIANCE WITH SAFETY PROTOCOLS.** I, as a parent/guardian, with legal responsibility for my participating child(ren) have read and understand the parent/guardian and player protocols set forth by SMGF and USA Softball, and I willingly agree to abide by them and any facility directed protocols. I have also reviewed these protocols with my child. I understand and agree that neither I nor my child will be permitted to participate in any SMGF Activities if either I, my participating child(ren), or anyone in our family, violates any of the stated protocols.
  
5. **DUTY TO REPORT OBSERVED HAZARDS.** If I observe any unusual or significant hazard during my presence or my or my child’s participation in the SMGF Activities, I will remove myself and my child from participation and immediately bring such hazard to the attention of the nearest SMGF coach.
  
6. **DUTY TO SCREEN MYSELF AND CHILD(REN) FOR SYMPTOMS, EXPOSURE, AND FEVER.** By attending any SMGF Activities as an approved volunteer (if applicable), and by allowing my child(ren) to attend any SMGF Activities, I am affirmatively representing that on each date of attendance (1) neither I nor my child has had any COVID-19 symptoms in the past 14 days, (2) neither I nor my child has had any known exposure to anyone who has been ill in the past 14 days, (3) neither I nor my child has had a fever in the past 14 days, and (4) I took my and my child’s temperature within an hour prior to arriving at the SMGF Activities, and neither I nor my child had a fever.



I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

\_\_\_\_\_

Parent's Name

Child's Name

\_\_\_\_\_

\_\_\_\_\_

Parent's Signature

Date

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release.

\_\_\_\_\_

Parent's Name

\_\_\_\_\_

\_\_\_\_\_

Parent's Signature

Date