

**ASSUMPTION OF THE RISK, WAIVER OF LIABILITY AND
INDEMNIFICATION AGREEMENT RELATING TO CORONAVIRUS/COVID-19**

The severe acute respiratory syndrome coronavirus 2, SAR-CoV-2 (“coronavirus”), causes the illness COVID-19 which has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely dangerous and the coronavirus is extremely contagious** and believed to be spread from person-to-person contact. As a result, federal, state and local governments and health agencies recommend established guidelines to reduce the risk of spreading the coronavirus.

These include requiring social distancing and, in many locations, prohibiting the congregation of large groups of people. These guidelines are for the safety of the public and should be followed. Notwithstanding recommendations and guidelines by these entities, it must be understood that the coronavirus and COVID-19 are continuing threats to the health and lives of the citizens of Hawai‘i.

Central Oahu Baseball Association (COBA) have put in place preventative measures to reduce the spread of COVID-19. However, it is understood that COBA **cannot guarantee** that you or your child(ren) will not come into contact with or become infected by the coronavirus. **Your mere physical presence at COBA baseball activities could increase your risk and your child(ren)’s risk of becoming infected by the coronavirus and developing COVID-19.**

By signing this agreement, I _____ (Parent/Guardian), on behalf of myself and my minor child(ren) identified below, acknowledge the contagious nature of COVID-19 and **voluntarily assume the risk that my child(ren) and/or I may be exposed to or infected by the coronavirus** by attending or participating in COBA baseball activities and that such exposure may result in personal injury, illness, permanent disability or death. Notwithstanding the risk of infection, my minor child(ren) and I wish to voluntarily participate in COBA baseball activities offered.

Further, I, and on behalf of my minor child(ren) identified below, state and agree as follows:

1. The baseball activities offered by COBA include, without limitation, practices and other training, baseball games and team activities. I understand that although the COBA have taken precautions to provide proper organization, supervision, instruction and equipment for the baseball activities, it is impossible for COBA to guarantee absolute safety from infection by the coronavirus.
2. I understand that the risk of becoming exposed to or infected by the coronavirus, and the risk of developing COVID-19 through participation in the baseball activities includes the risk arising out of or related to the actions, omissions, or negligence of myself and others including, but not limited to, COBA and its respective directors, officers, employees, agents, and representatives.
3. I voluntarily agree to assume all of the foregoing risks and **accept sole responsibility for any injury or harm to myself or my minor child(ren)** including, but not limited to, personal injury, disability, death, and illness, including developing COVID-19; and any damage, loss, claim, liability, or expense, of any kind, that I may experience or incur, arising out of, caused by, or in any way related to exposure to the coronavirus or COVID-19 through participation in any of the baseball activities.

4. I hereby release, waive, covenant not to sue, discharge, and hold harmless COBA and their respective directors, officers, employees, agents, and representatives of and from any and all liabilities, claims, actions, damages, costs or expenses of any kind arising out of, caused by or relating or in any way related to exposure to the coronavirus or COVID-19 through participation in any of the baseball activities (the "Released Claims"). I understand and agree that this release and waiver of claims includes any claims based on the actions, omissions, or negligence of COBA and their respective directors, officers, employees, agents, and representatives, whether a coronavirus infection occurs before, during, or after participation in any of the baseball activities.

5. I agree to protect, defend, indemnify and hold harmless COBA and their respective directors, officers, employees, agents, and representatives regarding any of the Released Claims, and shall be liable to pay attorneys' fees and costs incurred by COBA or any of the foregoing persons mentioned in this paragraph, in the event that I pursue, or any person claiming to act on my behalf or on behalf of my minor child(ren) pursues, any demand, claim or legal action based upon or in away related to the Released Claims.

Signature of Parent/Guardian

Date: _____

Print Name of Parent/Guardian

PRINT THE NAME(S) OF THE MINOR CHILD(REN) FOR WHOM YOU ARE SIGNING THIS ASSUMPTION OF THE RISK, WAIVER OF LIABILITY, RELEASE AND INDEMNIFICATION AGREEMENT

