

COVID-19 Liability Waiver and Assumption of Risk

To be a participant in Nile Brandywine Girls Softball Association the below signed participant, and the participant's parent(s) or legal guardian(s) if the participant is a minor, agrees as follows:

1. I am aware that the novel coronavirus ("COVID-19") is an extremely contagious virus and that it is currently believed that COVID-19 spreads through person-to-person contact.

2. I am familiar with the Center for Disease Control and Prevention ("CDC") guidelines regarding COVID-19, which are located at <https://www.coronavirus.gov> and <https://www.cdc.gov/coronavirus/2019-ncov/index.html>. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day-to-day, and that the CDC guidelines are regularly modified and updated. I accept full responsibility for familiarizing myself with the most recent updates, and making informed choices to take precautionary measures to protect myself and others.

3. In addition to the CDC guidelines, I agree to abide by any and all policies or postings published to the general public at the Facility.

4. By signing this agreement, I acknowledge that I am aware of the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 at the Facility, 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 at the Facility may result from the actions, omissions, or negligence of myself and others.

5. I agree that, in the event that I suspect I became exposed to or infected by COVID-19 at the Facility and I elect to seek testing and/or treatment as a result therefrom, I will be responsible for payment of any and all medical services and testing services.

6. I voluntarily choose to assume all of the foregoing risks and accept sole responsibility for any injury, illness, permanent disability, or death related to COVID-19 arising from or in connection with my presence and participation in NBGSA sanctioned events. I hereby release and hold harmless Niles Township, the facility, their employees, agents, directors, officers and representatives and other participants from and against all liabilities (statutory or otherwise) for claims, suits, demands, judgments, costs, interest and expense (including but not limited to attorney's fees and disbursements) for injury, illness, permanent disability, or death related to COVID-19 arising from or in connection with mine or my child(ren)'s presence at the Facility, EVEN IF ARISING FROM THE NEGLIGENCE, ACTS OR OMISSIONS OF THE RELEASED PARTIES.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING BELOW I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

Participant Name: _____