

ABGSL Fall Squad Clinic Waiver

On behalf of myself and my child or person for whom I serve as legal guardian (the "Participant"), I understand that Albany Berkeley Girls Softball League ("ABGSL") requires the following safety protocols.

Agreement to the terms and conditions set forth in this document is required to participate in Fall 2020 ABGSL activities. Signature on page 2 of this Waiver indicates that you have read and agree to the following:

1. All field use is for practice only pursuant to current guidelines allowing groups of 14 kids or less, with up to two coaches, to gather for physical fitness purposes. No games or scrimmages will be held until local guidelines allow for such gatherings. All kids and coaches will be assigned to a squad and will remain with that squad for the duration of the three-week session. No one can change squads during the three-week session.
2. No parents, guardians, grandparents, siblings, spectators, fans, or other people besides the squad's rostered players and coaches may be on the field or in the immediate practice area. Parents/guardians are recommended to drop off and leave, or remain in their cars, and all are required to wear protective face masks when within 30 feet of persons not in one's own household.
3. All players and coaches should take their temperature before coming to any practice and will be instructed that they are not permitted to attend if their temperature is over 100.4 degrees.
4. All players and coaches will be instructed to stay home if they have any symptoms of illness, including, but not limited to: temperature, cough, sore throat, sneezing, body aches, loss of sense of smell, difficulty breathing, or fatigue. All players and coaches should wash hands with soap thoroughly before coming to and after leaving practice.
5. Players, instructors/coaches must wear personal protective equipment face coverings or surgical masks whenever within 30 feet of another person.
6. Players must bring their own water, bat, glove, helmet, batting gloves, or any other equipment. ABGSL has helmets, gloves, fielder's face masks, catcher's gear, and bats available to loan players if needed. No such personal equipment may be used by multiple players, including loaned equipment, during the three-week session. No shared use of catcher's gear or gloves is allowed. The only exception to the shared equipment is balls.
7. All coaches should bring hand sanitizer or wipes to practice if possible and make them available before and after practice.
8. No handshakes, high fives, fist bumps, elbow bumps, or contact of any kind are allowed at any time.
9. All persons must maintain a minimum of 6 feet distance. Use of dugouts should be limited to no more than 2 persons at a time. Bags can be placed outside of the dugouts along the fence.
10. This will be skill exercises and practicing only. No scrimmages are allowed, nor is any competitive play that could bring players too close together. Players are not permitted to gather or huddle around batting cages. A maximum of one player in the batting cage and one player waiting by the batting cage door is allowed. All other players should be elsewhere on the field, at least 6 feet apart.
11. All clinic practices are strictly limited to the time allotted. Activity or gatherings of any kind before or after practice or "extra" practice time are prohibited. There is no loitering at the field before or after practice. Players can arrive early to warm up, but must maintain distance from anyone using the field. The instructors/coaches will work to assure that protocols are followed and should not leave until all players have been picked up.
12. Non-softball gatherings at the fields are strictly prohibited. There will be no snacks after practice, no gatherings or celebrations of any kind. No food should be brought to practice and players cannot share water bottles or other drinks at any time. Participation in ABGSL practice activities at this time is intended to provide a safe, socially distant physical fitness activity for players.

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Liability Waiver

I understand softball is a physical sport and participation in any softball activity -- including with ABGSL -- has inherent risks that cannot be eliminated. I understand that there is inherent risk of potential exposure to infectious diseases, including but not limited to COVID-19/Coronavirus that cannot be eliminated. On behalf of myself, the Participant, my family, personal representatives, assigns and insurers, I now and forever release, waive, discharge, and covenant not to sue ABGSL, each officer, employee or representative, each manager, instructor and coach, and the owner of any field used from and of any and all claims, debts, liabilities, actions and causes of action whatsoever, of every nature, character and description, known, unknown, discovered, undiscovered, suspected or unsuspected (collectively "Claims") including, but not limited to, all Claims arising out of or in any way related to ABGSL or the City's negligence, any emergency medical care administered, any concussion related injuries, any illness or infection or disease or injury or death, any pandemic or public health situation, any COVID-19 or Coronavirus related health issue or exposure, any change in these protocols or new protocols, Participant's participation in ABGSL's program, and the effectiveness of the signature below.

I knowingly and expressly waive all rights under California Civil Code Section 1542 which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

I represent that I have authority to agree to all terms herein on behalf of the Participant. Further, I agree to defend, hold harmless, and indemnify each of the ABGSL representatives and members and all owners of used fields from and against any and all Claims (including attorneys' fees) arising out of, or in any way related to Participant's participation in ABGSL, any negligence of myself or Participant, any illness or infection or disease or injury or death, any pandemic or public health situation, any COVID-19 or Coronavirus related health issue or exposure, or my right to agree to any terms herein on behalf of the Participant.

In case of emergency, I authorize Participant to be treated by emergency personnel (e.g. EMT, First Responder, E.R. Physician).

We have read and agree to all terms and conditions as stated in page 1 and 2 of this waiver.

Name of Participant

Name of Parent/Guardian

Signature of Parent/Guardian

Date