



COVID-19 SUPPLEMENTAL WAIVER – RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

THIS WAIVER SUPPLEMENTS THE STANDARD “LIABILITY WAIVER – RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT” THAT IS COMPLETED AS PART OF EVERY PLAYER REGISTRATION

PARTICIPANT (PLAYER, COACH, VOLUNTEER, ETC.) AGREEMENT

In consideration of participating in McFarland Youth Softball (“MYSA”), and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence the McFarland School District & McFarland Youth Softball Association, Inc. and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as “Releases”), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate (hereinafter collectively referred to as “Participants”), and also agree as follows:

1. I acknowledge that novel coronavirus (“COVID-19”) infections have been confirmed throughout the United States, including several cases in the Participants’ own State and locality. In accordance with the most recent guidance and recommendations issued by the World Health Organization, the Centers for Disease Control and Prevention (“CDC”), Participants’ own State Department of Health, Participants’ own County or local Department of Health for slowing the transmission of COVID-19, the Participants hereby agrees, represents, and warrants that the Participants shall not visit or utilize the facilities, services, and/or programs of the Releases within 14 days after (i) returning from highly impacted areas subject to CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the Participants agree that they are aware of this list and the locations included. The Participants agree to check on a daily basis the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to participating in or utilizing the facilities, services, and programs of the Releases. The Participants hereby agrees, represents, and warrants that the Participants shall not participate in, visit or utilize the facilities, services, and/or programs of the Releases if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, sore throat, loss of sense of taste or smell, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The Participants agrees to notify the Releases immediately if he or she believes that any of the foregoing access/use restrictions may apply.
2. The risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies does exist, and it is impossible to eliminate the risk that I could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. I understand this risk still exists even with additional safety regulations, social distancing practices, personal protective equipment, frequent hand washing and disinfection of equipment and facilities, and other attempts to limit the spread of communicable diseases.
3. I expressly accept and assume all risks inherent in this activity or that might have been caused by the negligence of the Releases, including without limitation, the risk of physical illness or injury, death or property damage. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releases from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releases or anyone acting on their behalf be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.



5. I agree to follow any additional safety regulations enacted by Releases including those enacted after the signing of this supplemental waiver.
6. In the event that I file a lawsuit, I agree to do so solely in the state where the Releases' facility is located, and I further agree that the substantive law of that state shall apply.
7. I expressly agree that the foregoing supplemental waiver – release, indemnification, and hold harmless agreement is intended to be as broad and inclusive as is permitted by the laws of the State in which the Participants' reside or participate and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have carefully read and voluntarily sign this supplemental waiver – release, indemnification, and hold harmless agreement and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made. I am aware that by agreeing to this agreement I am giving up valuable legal rights, including the right to recover damages from the Releases in case of illness, injury, death, or property loss or damage, including, for the avoidance of doubt and without limitation, exposure to COVID-19 at any Releases facility or during participation in any program and any illness, injury or death resulting therefrom. I understand that this document is a promise not to sue and a release of and indemnification for all claims. If signing on behalf of minor: I also understand that this agreement is made on behalf of my minor child(ren) and/or legal wards and I represent and warrant to the Releases that I have full authority to sign this agreement on behalf of such minor(s).

I understand that this activity might not be made available to the Participants or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain.

Participant Name: _____

Parent/Guardian Name: _____

Participant Address: _____

Participant City: _____

Participant State: _____

Participant Zip Code: _____

Participant Phone Number: _____

Participant Email: _____

Participant Signature: _____

Date: _____

Parent/Guardian Signature: _____

Date: _____