

MOUNTAINEER LITTLE LEAGUE

COVID-19 WAIVER

In consideration of being allowed to participate in any way in the Mountaineer Little League Spring 2023 season, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of illness from the activities involved in the League is significant, and while particular rules, equipment, and personal discipline may reduce the risk, the risk of serious illness does still exist;
2. I understand that 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, does exist. I further understand that it is impossible to completely eliminate the risk that my child and/or I could be exposed to and/or become infected through contact with or close proximity to an individual with a communicable disease;
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVENIF ARISING FROM THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFULNESS, RECKLESSNESSOR INTENTIONAL CONDUCT OF THE RELEASEES or others, even this negligence orintentional conduct involves a failure to follow one or more rules, recommendations orstandards promulgated or recommended by a governmental entity or public health authority. I assume full responsibility for my child's and/or my participation and herein absolve, release, acquit and discharge any liability whatsoever which may exist for Mountaineer Little League and all Board members, officials, coaches, volunteers, players, and other parents/guardians "Releasees herein";
4. I willingly agree to comply with the stated terms and conditions for participation. If, however, I observe any possible symptoms from my child or myself during their or my presence or participation, I will remove him/her or myself from participation and bring such to the attention of my child's coach immediately; and
5. I, for myself and on behalf of my child, HEREBY RELEASE AND HOLD HARMLESS THE MOUNTAINEER LITTLE LEAGUE, their Board members, officials, coaches, volunteers, other participants, sponsors, and owners of the premises used to conduct any and all activities associated with the League, WITH RESPECT TO ANY AND ALL ILLNESS, WHETHER ARISING FROM THE NEGLIGENCE, INTENTIONAL CONDUCT OR MISCONDUCT OF THE RELEASEES OR OTHERWISE.

To ensure the safety of my child, myself, and all participants and volunteers associated with Mountaineer Little League, I agree to assess my child and myself before every practice, game, or other activity involving the League. I agree that if I suspect any possibility of exposure or infection of my child or myself, we will not attend any practices, games, or other activities involving the League for the recommended 14-day period, or longer period if established by public health authorities. I will assess my child and myself as follows:

1. Assure that neither of us are running a fever;
2. Assure that neither of us have been in close contact with a confirmed case of COVID-19;
3. Assure that neither of us are experiencing a cough, shortness of breath, or sore throat;
4. Assure that neither of us have had a fever in the last 48 hours;
5. Assure that neither of us have had new loss of taste or smell;
6. Assure that neither of us have had vomiting or diarrhea in the last 24 hours

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT BEFORE SIGNING BELOW, AND I FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT ON MY OWN BEHALF AND ON BEHALF OF MY CHILD, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. By signing below, I agree to and verify the following: 1) I am the parent or legal guardian for the player listed below; 2) that as the parent/legal guardian with legal responsibility for this player, I consent and agree to assume the risks of his/her participation in these programs; and 3) that I specifically agree to release the Mountaineer Little League and all Board members, officials, coaches, volunteers, players, and other parents/guardians from any and all liabilities relating to the risk of contracting COVID-19. Finally, I confirm that I understand that I have the right to consult with legal counsel of my choosing before executing this document.

WARNING – THIS IS A WAIVER OF YOUR LEGAL RIGHTS. DO NOT SIGN ANY DOCUMENT YOU DO NOT UNDERSTAND.

Player _____

Parent/Guardian _____ Date _____