

## Woodinville Little League - 2021

### Assumption of Risk and Waiver of Liability relating to COVID-19

I am a custodial parent or legal guardian of the minor child written below (*My Child*). I want My Child to participate in recreational activities with Woodinville Little League, of Woodinville, Washington (*My League*) during 2021. I agree that this Assumption of Risk and Waiver of Liability relating to COVID-19 (*C-19 Waiver*) has legal consequences, which are binding on me and my family.

I have carefully reviewed and fully understand the "Return to Play" safety plan My League adopted, which can be found at My League's website (*C-19 Return to Play Plan*). I also understand the following.

- The novel coronavirus, COVID-19 (*C-19*), has been declared a worldwide pandemic by the World Health Organization and a national pandemic by the United States Center for Disease Control. C-19 is contagious and spreads mainly from person to person contact. It is believed that C-19 may transfer between people even when the carrier does not display symptoms. For some people, C-19 causes serious long-term damage to health and even death. Other people are believed to contract the disease and recover with little or no impact. Federal, state, and local governments and health agencies strongly recommend social distancing and other measures to avoid contacting C-19.
- My League's C-19 Return to Play Plan was developed by volunteers using their good faith efforts to balance C-19 risks with requests by Little League families' like mine to have their children return to play.
- My League's C-19 Return to Play Plan will be implemented by parents and other volunteers like myself who are not trained professionals who may understand and implement the C-19 Return to Play Plan differently than I will, which means it will be implemented with varying degrees of consistency and success.
- Neither My League nor any of its volunteers guarantee that My League's C-19 Return to Play Plan will reduce or eliminate the potential that My Child or someone else in my household will become infected with C-19 while participating in activities with My League.
- By participating with My League, My Child will likely participate in activities, including games with other local Little Leagues, which may have C-19 Return to Play Plans that are different from my League's C-19 Return to Play Plan.

In exchange for My League allowing My Child to participate in My League's activities during 2021, I agree as follows:

1. I have given a copy of this C-19 Waiver to all other adults who are parents or legal guardians for My Child and obtained their consent to sign this C-19 Waiver.
2. I have informed myself to my satisfaction regarding the risks associated with C-19 from sources other than My League and the C-19 Return to Play Plan. I am not relying - in any way - upon any representation of fact or medical opinion, express or implied, made by My League or any of its volunteers, including any statement in the C-19 Return to Play Plan regarding the health risks associated with C-19.
3. I will exercise my best efforts to comply with My League's My League's C-19 Return to Play Plan. In particular, I will closely monitor My Child's health and will not allow My Child to participate in any League activity if My Child displays C-19 symptoms. I will regularly check for updates at My League's website to determine whether there have been updates to My League's C-19 Return to Play Plan or other safety plans, which My League may modify from time to time in My League's sole discretion.
4. If I become aware that My Child has been in contact with a person who has C-19, I will immediately email My Child's manager and My League's Safety Officer with the facts regarding the contact including: (a) the identity of the person infected with C-19 and the reason I believe they are infected with C-19, (b) the date, location and nature of My Child's contact with the infected person, and (c) whether My Child has been tested or has exhibited symptoms of C-19 since being in contact with such person.
5. I will honor and respect the fact other parents and volunteers have also signed this C-19 Waiver and may understand the C-19 Return to Play Plan differently than I do. If I have concerns regarding the implementation of My League's C-19 Return to Play Plan, I will raise them respectfully with My Child's team manager first. If my concerns cannot be resolved through collaborative and respectful dialogue, with My Child's team manager, I will raise my concerns - one time - with My League's Safety Officer. If my concerns are not promptly resolved to my satisfaction, or I otherwise believe My Child to be unsafe, I will withdraw My Child from My League's activities without refund as my sole and exclusive recourse and remedy.
6. I assume All Risks associated with My Child's participation in My League's activities during 2021, including All Risks associated with My Child or anyone else in my household contracting C-19. **All Risks** means the possibility of illness, hospitalization, death, financial loss, emotional loss, social loss, wage loss, property damage, or other personal injury among every other possible risk.

7. I hereby release My League, its officers, directors, governors, managers, coaches, umpires and other volunteers along with all such persons affiliated with every other Little League organizations with whom I or My Child may have contact during the 2021 season (*Released Persons*) from All Risks and every possible claim for injury or damage arising from or related to the novel Coronavirus a.k.a. COVID-19 a.k.a C-19, whether arising from negligence, gross negligence, breach of contract, or deviation from My League's C-19 Return to Play Plan, or any other legal or equitable theory (*Released Claims*).
8. I covenant not to sue any Released Person, but instead I agree to defend, indemnify and hold harmless all Released Persons regarding Released Claims related to My Child's participation with My League. If anyone, including My Child or anyone acting or purporting to act for My Child makes a demand, or files a claim, or files a lawsuit against a Released Person, related in any way to the Released Claims, I will immediately and fully defend and indemnify the Released Person, which means among other things, that I will, upon demand, pay the fees and costs of the lawyers the Released Person chooses to defend them against any such claims and to pay the sum of any judgment entered against a Released Person.

I understand and agree that this C-19 waiver is legally binding and is necessary to protect My League and its volunteers. I have legal authority to sign this C-19 Waiver and sign it intending to be bound strictly to it.