



Dixon Little League Waiver

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, ARBITRATION AGREEMENT, AND INDEMNITY AGREEMENT RELATING TO COVID-19 EXPOSURE, COVID-19 LIABILITY, AND COVID-19 RISKS (2021)

The person to whom this Agreement applies is, as follows: [a separate waiver must be signed for each individual participant in the program]

Adult Participant Name: (please print)

Minor Participant Name:

Participant Age as of 08/31/2021:

Names of Participant's Parent or Legal Guardian(s) signing below: If 2 parents name both, if 2 legal guardians with joint custody name both. Signatures of all parents or legal guardians will be required at the end of this document.

IN CONSIDERATION for myself and/or my children listed above being permitted to utilize the services, utilize the facilities and/or participate in the programs of DIXON LITTLE LEAGUE (hereinafter referred to as "DLL"), including, but not limited to, observation or use of facilities or equipment, or participation in or acting as a spectator during any program affiliated with DLL, the undersigned, on behalf of himself or herself and such participating children and any personal representatives, heirs, and next of kin (hereinafter referred to as "the undersigned") hereby acknowledges, agrees and represents that he or she has inspected and carefully considered such premises, equipment, and facilities and has considered DLL's programs and that the undersigned finds and accepts same as being safe and reasonably suited for the use or participation by the undersigned and such participating children.

THE UNDERSIGNED ACKNOWLEDGES THAT novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including several cases in the undersigned's own

State and locality. In accordance with the most recent guidance and recommendations issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), the California Health and Human Services Agency ("CHHS") and Solano County Health and Human Services ("MHHS") for slowing the transmission of COVID-19; and

THE UNDERSIGNED HEREBY AGREES, REPRESENTS AND WARRANTS THAT neither the undersigned nor such participating children shall visit or utilize the facilities, services, and/or programs of DLL (other than any exclusively online services and programs) within 14 days after

(i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. The undersigned agrees 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 DLL.

(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 UNDERSIGNED HEREBY AGREES, REPRESENTS AND WARRANTS THAT neither the undersigned nor such participating children shall participate in, visit or utilize the facilities, services, and/or programs of DLL if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19.

THE UNDERSIGNED AGREES TO NOTIFY DLL immediately if he or she believes that any of the foregoing access/use restrictions may apply. DLL has taken certain steps to implement certain recommended guidance and recommendations issued by public health agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. Return to active participation shall be in accordance with current health authority guidelines.

THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT DLL may revise its procedures at any time based on updated recommended guidance and recommendations issued by public health agencies and further agrees to comply with DLL's revised procedures prior to utilizing the facilities, services, and/or prior to participating in the programs of DLL.

THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT, due to the nature of the facilities, services, and programs offered by DLL, social distancing of 6 feet per person among children and their fellow participants or others is not always possible.

THE UNDERSIGNED FULLY UNDERSTANDS AND APPRECIATES both the known and potential dangers of participating in the programs and/or utilizing the facilities and services of DLL

and acknowledges that use thereof by the undersigned and/or such participating children may, despite DLL's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN DLL'S PROGRAMS, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE The City of Dixon, DIXON LITTLE LEAGUE or its local, state, regional or national governing body (Little League Baseball) , or any of their respective directors, officers, employees, volunteers and agents, or any of the fellow participants or their family members or guests ("Releasees") from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive, of DLL or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or using any equipment of or participating in any program of or affiliated with DLL.

To the extent such statute applies, the undersigned also expressly and knowingly waives all rights under California Civil Code Section 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS The City of Dixon, DLL or its local, state, regional or national governing body (Little League Baseball), or any of their respective directors, officers, employees, volunteers and agents, and each of them, from any loss, liability, damages or costs they may incur, whether caused by DLL's negligence, active or passive, or otherwise while the undersigned or any participating child is participating in any programs of DLL or in, upon, or about the premises or any facilities or equipment affiliated with DLL including, but not limited to storage buildings or snack bars adjacent to playing fields adjacent batting cages and bullpens.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT DLL is not required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or while participating in any program affiliated with DLL.

THE UNDERSIGNED AGREES AND ACKNOWLEDGES THAT that use of the City of Dixon/DLL facilities and services, and participation in DLL programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF, ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of DLL and/or while using the premises or any facilities or equipment thereon and/or while participating in or observing any program affiliated with DLL.

~~THE UNDERSIGNED ACKNOWLEDGES THAT any illness or injuries that the undersigned or such participating children contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.~~

THE UNDERSIGNED FURTHER EXPRESSLY AGREES THAT THE FOREGOING ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its [or other] Arbitration Rules, and judgment on the award rendered by the arbitrator(s) will be final and may be entered in any court as final judgment having jurisdiction thereof.

I/WE HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

I/WE ARE AWARE THAT BY AGREEING TO THIS AGREEMENT I/WE ARE GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM DLL 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 DLL (CITY OF DIXON) FACILITY OR DURING PARTICIPATION IN ANY DLL PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM.

I/WE 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/WE ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD AND/OR LEGAL WARD AND I/WE REPRESENT AND WARRANT TO DLL THAT I/WE HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR.

I (we) have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement and agree to its terms.

Dated: _____

Signature(s): _____

Emergency Contact Name(s): (please print)

Emergency Contact Number(s) and Emails:
