

ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19; FOR ALL
NYACK VALLEY COTTAGE CONGERS LITTLE LEAGUE PLAYERS AND PARTICIPANTS.

The novel coronavirus, COVID-19, as been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely dangerous and is believed to spread primarily from person-to-person contact. As a Result, federal, state, and local governments, and federal and state health agencies recommend social distancing and have, in many locations, prohibited or restricted the congregation of groups of people.

By executive order dated June 14, 2020, New York Governor Andrew Cuomo has decreed that youth sports programs, including local, travel, and tournament baseball programs, in New York regions which are in phase three of the reopening plan, may resume outdoor team activities, subject to certain restrictions, beginning on July 6, 2020. In anticipation of the start-up of the 2020 baseball season, Nyack Valley Cottage Congers Little League, Inc., hereinafter referred to as "NVCC", has put in place preventive measures to reduce the spread of COVID-19. NVCC, however, cannot guarantee that you or your child will not become infected with COVID-19. Further, your child's attendance at NVCC practices, games, or tournaments, could increase his, her, or your family's risk of contracting COVID-19.

By signing this agreement, I acknowledge that I am aware of the contagious nature of COVID-19 and voluntarily assume the risk that my child and I may be exposed to or infected by COVID-19 by attending NVCC practices, games, tournaments, or other NVCC activities, and that such exposure or infection may result in personal injury, illness, permanent disability, or death. I further understand that my child's (and myself and my family's) risks of becoming exposed to or infected by COVID-19 at NVCC practices, games, tournaments, or other NVCC activities, may result or increase from the actions, omissions, or negligence of various persons, including but not limited to NVCC board members, officers, coaches, managers, officials, agents, representatives, volunteers, trainers, NVCC players, and/or family members of NVCC players.

I further attest that my child(ren) are healthy now and will be monitored by me, a parent, or a guardian, before attending all NVCC events each day and I will hold her/him out if any such symptoms arise. A health monitorization or check ensures and confirms that your child(ren) has not had these symptoms for 48 hours prior to each NVCC visit or event: fever, abnormal cough of any kind, shortness of breath, body aches, sore throat, or loss of taste and smell. No-one will be allowed to participate in a game, practice, or league event if they have been in close contact with anyone who has been known to be symptomatic of the Covid-19 virus within the last 14 days or has returned in the last 14 days from outside the USA or from a state required by NY to undergo a 14 day quarantine.

I and my child willingly agree to comply with all mandated terms and conditions for my child's participation in NVCC activities to the extent necessary to provide protection against COVID-19 for my child, other NVCC players, and others. I also understand that if, during the season, a Covid-19 case arises within the players or their immediate families, the balance of the season must be canceled to ensure the safety of all and to protect the league from gross negligence.

I understand that the scientific community's knowledge and understanding of "best practices" for dealing with this pandemic is fluid and constantly evolving; thus, I understand and agree that said mandated terms and conditions may be subject to review, revision, and modification.

I knowingly, freely, and voluntarily agree to assume all of the foregoing risks, and accept sole responsibility for any injury or illness to my child or myself, including but not limited to personal injury, illness, disability, and death, damage, loss, claim, liability, or expense, of any kind, that I or my child may experience or incur in connection with my child's attendance at or participation in any NVCC practice, game, tournament, or other NVCC activity (the "Claims").

On behalf of my child, on my behalf, and on behalf of my heirs, assigns, personal representatives, and next of kin, I hereby release, covenant not to sue, discharge, and hold harmless Nyack Valley Cottage Congers Little League, Inc., (NVCC) and its board members, officers, officials, employees, agents, representatives, volunteers, coaches, managers, trainers, and, if applicable, owners and lessors of premises used to conduct NVCC practices, games, tournaments, or other NVCC activities (collectively the "Releasees") of an from any and all Claims, including all liabilities, claims, actions, damages, and costs or expenses of any kind, arising out of or relating thereto.

I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Nyack Valley Cottage Congers Little League, Inc., (NVCC) and its board members, officers, officials, employees, agents, representatives, volunteers, coaches, managers, trainers, and, if applicable, owners and lessors of premises used to conduct NVCC practices, games, tournaments, or other NVCC activities, whether a COVID-19 infection occurs before, during, or after my child's attendance at or participation in any NVCC practice, game, tournament, or other NVCC activity.

I hereby certify that I, as Parent/Guardian, with legal responsibility for this minor NVCC Player, have read and explained the provisions in this waiver/release to my Child/Ward, including the risks of presence and participation in NVCC activities, and his or her personal responsibilities for adhering to the rules and regulations for protection against COVID-19. Furthermore, my minor Child/War has conveyed to me that he or she understands and accepts these risks and responsibilities.

I, for my Child/Ward, myself, and my spouse, now do hereby voluntarily consent and agree to this release as provided above for all the Releasees for any and all liabilities incident to my minor Child's/Ward's presence at or participation in any NVCC activities as described above, EVEN IF ARISING FROM ANY RELEASEE'S OR RELEASEES' NEGLIGENCE, to the fullest extent provided by law. I understand my and my child(ren's) personal responsibilities to abide by the terms and conditions of this document, that I am waiving certain rights under the law, and that I have the right to review this with an attorney before signing.

ONLINE WAIVER SIGNATURE:

Please complete and submit this Waiver Agreement within the "Registration" options on the NVCC web site (www.nvcll.org) while signed into your child's or children's personal NVCC online record(s). Each participating child, coach, manager, or volunteer must be so registered with this Waiver Agreement.

WRITTEN SIGNATURE: Signature (for those submitting signed hard copy of this Waiver) to your manager or emailed to Treasurer@nvcll.org.

_____ Today's Date: _____

_____ (Print Name)