

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT RELATING TO ANY INJURIES, AS WELL AS RISKS ASSOCIATED WITH EXPOSURE TO COVID-19 VIRUS

The persons to whom this Agreement applies are, as follows:

Adult Participant Name: _____

IN CONSIDERATION for myself being permitted to utilize the services, utilize the facilities and/or participate in the programs of the MONTGOMERY COUNTY SENIOR SOFTBALL LEAGUE (MCSSL), 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 the MCSSL, the undersigned, on behalf of himself or herself and such 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 the MCSSL's programs and that the undersigned finds and accepts same as being reasonably safe and reasonably suited for the use or participation by the undersigned.

I understand that there are certain risks and hazards involved in participating in softball, including, but not limited to those hazards associated with weather conditions, playing conditions, equipment, and other participants in addition to the acts of pitching, throwing, fielding and catching the ball, swinging the bat, running, jumping, stretching, sliding, diving, and collisions with other players and stationary objects, all of which can cause serious injury or death to me and to other players. Further, I agree that in consideration for the right to play as a member of the MCSSL and in consideration for permission to play on fields arranged by the league and use equipment provided by the league I voluntarily elect and accept and solely assume all risks of damages, injury, including death, incurred or suffered by me:

- (a) While practicing or playing as a member of the MCSSL;
- (b) While serving in a non-playing capacity as an MCSSL member or observer during practice or play by other teams or by other players on my team; and
- (c) While on the premises of any and all of the fields arranged for by my team or league for practice or play.
- (d) While participating in, or attending, any function run or sanctioned by the MCSSL

In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including 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), undersigned's own State's Department of Health (DOH) for slowing the transmission of COVID- 19, the undersigned hereby agrees, represents, and warrants that the undersigned shall not visit or utilize the facilities, services, and/or programs of the MCSSL (other than any exclusively online services and programs) within 14 days after (i) returning from highly impacted areas (ii) exposure to any person who has a suspected or confirmed case of COVID-19. The undersigned hereby agrees, represents, and warrants that the undersigned shall not participate in, visit or utilize the facilities, services, and/or programs of the MCSSL if he or she experiences symptoms of COVID-19, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath, or has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify the MCSSL immediately if he or she believes that any of the foregoing access/use restrictions may apply.

The MCSSL 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. The undersigned acknowledges and agrees that the MCSSL 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 the MCSSL's revised procedures prior to utilizing the facilities, services, and/or prior to participating in the programs of the Organization. This includes restricting access to facilities and programs when body temperatures are high or rules are not complied with. The undersigned further acknowledges and agrees that due to the nature of the facilities, services, and programs offered by the MCSSL, social distancing of 6 feet per person among 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 the MCSSL and acknowledges that use thereof by the undersigned may, despite the MCSSL's 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 the MCSSL's programs, the undersigned hereby agrees to the following:

The undersigned, hereby releases, waives, discharges and covenants not to sue the MCSSL or its governing body, USA Softball, or any of their respective directors, officers, employees, volunteers and agents, or any of the fellow participants or their family members or guests from all liability to the undersigned or such children and all personal representatives, assigns, heirs, and next of kin of the undersigned 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 any person who may contract COVID-19, directly or indirectly, whether caused by the negligence, active or passive, of the MCSSL or otherwise while the undersigned is in, upon, or about the premises or any facilities or using any equipment of or participating in any program of or affiliated with the MCSSL. To the extent such statute applies, the undersigned also expressly and knowingly waives all rights under Pennsylvania Law.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS the MCSSL, its national governing body, USA Softball, and any of its respective directors, officers, employees, volunteers and agents, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the Organization's negligence, active or passive, or otherwise while the undersigned is participating in any program of the MCSSL or in, upon, or about the premises or any facilities or equipment affiliated with the MCSSL. The undersigned understands and agrees that neither the MCSSL or USA Softball is required to provide insurance to cover the undersigned in the event he or she 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 the MCSSL.

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 in which the undersigned resides or participates 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 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 AM AWARE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE ORGANIZATION 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 MCSSL 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.

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

Print Name _____

Signature _____

Date _____

MCSSL Division _____