



## COVID-19 ASSUMPTION OF RISK / WAIVER / COVENANT NOT TO SUE

In connection with the participation of a child in any baseball- or softball-related program sponsored by Greenwich Cannons/Greenwich Youth Baseball ("The Cannons"), the individual acknowledging this Covid-19 Assumption of Risk/Waiver/Covenant Not to Sue below (hereinafter, "the undersigned"), on his/her own behalf and on behalf of any child or ward of the undersigned who is participating in such Cannons program, including, without limitation any related practice, game or other Cannons sponsored event or activity, hereby acknowledges and agrees to the following:

1. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is highly contagious and believed to spread mainly from person to person. As there is currently no vaccine for COVID 19, the Centers for Disease Control and Prevention (CDC) has advised the best way to prevent illness is to avoid being exposed to the virus. Taking into account CDC guidance, and in accordance with applicable federal, state and local rules, restrictions and guidelines, The Cannons has put in place social distancing protocols and other safety measures intended to prevent the transmission of COVID-19 between and among program participants, including, without limitation, those protocols and measures described on Appendix A attached hereto.
2. Despite the precautions being taken by The Cannons, no guarantee or assurance can be given that players or other participants in The Cannons games, practices or sponsored events will not be exposed to or infected by COVID-19. The CDC has identified on its website ([www.cdc.gov/coronavirus](http://www.cdc.gov/coronavirus)) a number of factors that may contribute to the spread of COVID-19, including, without limitation:
  - COVID-19 may be spread by people who are not showing symptoms;
  - A person can possibly get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose, or possibly their eyes; and
  - COVID-19 can also be spread through respiratory droplets produced when an infected person coughs, sneezes, or talks.
3. Based on the foregoing, an individual's participation in any sports program or other activity outside the home, including any The Cannons game, practice or other sponsored event, may increase the risk of contracting COVID-19. By acknowledging below, the undersigned **ACKNOWLEDGES** the highly contagious nature of COVID-19 and **KNOWINGLY AND FREELY ASSUMES ALL RISKS**, both known and unknown, arising out of or related to any COVID-19 exposure or infection that may result from participation in a The Cannons game, practice or activity, **WITH THE FULL UNDERSTANDING** that such exposure or infection may cause illness or injury, which could be severe.
4. The undersigned hereby unconditionally and irrevocably **RELEASES, WAIVES AND DISCHARGES** The Cannons and its officers, directors, officials, contractors, employees, volunteers, agents, other participants, sponsors, advertisers, and any owners or lessors of premises used in connection with any The Cannons event or activity (collectively, the "RELEASEES") from and for any liability, loss or damage resulting from a COVID-19 related illness or injury that may have resulted from participation in a The Cannons game, practice or sponsored event or activity, **WHETHER THE RESULT OF THE NEGLIGENCE OF A RELEASEE OR OTHERWISE**, to the fullest extent permitted by law.
5. To the fullest extent permitted by law, the undersigned further hereby **COVENANTS NOT TO SUE** or otherwise pursue a lawsuit, legal claim or charge or to assert against any of the Releasees any claim released by paragraph 4 above, it being understood that the covenant not to sue contained in this paragraph 5 is a distinct promise separate and apart from the release set forth in paragraph 4.
6. The undersigned covenants and agrees to comply with all guidelines and requirements established by The Cannons for the prevention of COVID-19 transmission, including those set forth on Appendix A, and to promptly contact a The Cannons official if the undersigned becomes aware of any event, fact or circumstance that: (i) poses a risk that The Cannons program participants could be exposed to or infected by the COVID-19 virus, or (ii) causes any representation made by a participant as a condition to participating in a The Cannons activity or event to be untrue.
7. If any provision hereof shall be declared void or unenforceable by any judicial or administrative authority, the validity of any other provision and of the entire Covid-19 Assumption of Risk/Waiver/Covenant Not to Sue



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shall not be affected thereby. This Covid-19 Assumption of Risk/Waiver/Covenant Not to Sue constitutes the entire agreement between the parties as of the date hereof and supersedes all previous agreements and understandings between the parties with respect to the subject matter hereof.

**THE UNDERSIGNED HAS READ THIS COVID-19 ASSUMPTION OF RISK/WAIVER/COVENANT NOT TO SUE, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP BY ACKNOWLEDGING IT, AND IS DOING SO FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

**IF THE UNDERSIGNED IS ACKNOWLEDGING THIS COVID-19 ASSUMPTION OF RISK/WAIVER/COVENANT NOT TO SUE ON BEHALF OF A PARTICIPANT OF MINORITY AGE (UNDER 18 AT THE TIME OF REGISTRATION):**

The undersigned is further certifying that, as parent/guardian with legal responsibility for this participant, the undersigned has explained to his/her child/ward the risks of COVID-19 infection and the participant's personal responsibilities for adhering to the rules and restrictions implemented by The Cannons to prevent its transmission. Furthermore, the child/ward of the undersigned understands and accepts these risks and agrees to abide by such rules and restrictions. The undersigned, on his/her own behalf and on behalf of his/her spouse and child/ward, hereby consents and agrees to the waiver and other terms of the Covid-19 Assumption of Risk/Waiver/Covenant Note to Sue set forth above for all the Releasees and as to any and all liabilities incident to my minor child's/ward's exposure to COVID-19 by virtue of his/her participation in any The Cannons activity or event, **EVEN IF CAUSED BY THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent provided by law.

Name of Parent/Guardian: \_\_\_\_\_.

Signature of Parent/Guardian: \_\_\_\_\_.

	First Name	Grade 2020-2021
Child 1		
Child 2 (if applicable)		
Child 3 (if applicable)		

Date Acknowledged: \_\_\_\_\_.



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Appendix A