

Coronavirus/COVID-19 -- Assumption of Risk and Waiver of Liability

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly 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 the congregation of groups of people.

By signing this Waiver of Liability, you represent to Thornapple Valley Baseball League and its parent, subsidiary, and affiliated entities such as but not limited to TVBL Walkoff tournaments, Hardball and Journey teams, and all entities conducting with or under Thornapple Valley Baseball League events (together and collectively, "TVBL") and that you and your child(ren) have not, in the past 14 days: knowingly been in contact with anyone that has tested positive for COVID-19; exhibited any symptoms commonly associated with COVID-19, including fever; or traveled outside the United States.

In an attempt to address the risks that COVID-19 presents, including to reduce the spread of COVID-19, TVBL has adopted preventative measures and protocols. More information about preventative measures can be found at www.tvbl.com. However, if you or your child(ren) attend a TVBL event, TVBL does not and cannot guarantee that you or your child(ren) will not be exposed to or become infected with COVID-19, or spread COVID-19 to others.

By signing this Assumption of Risk and Waiver of Liability, you expressly and knowingly:

1. Acknowledge the contagious nature of COVID-19; and 2. Voluntarily assume the risk that you or your child(ren) may be exposed to or infected by COVID-19 at a TVBL event. You voluntarily agree to assume the risk that you or your child(ren) may be exposed to or infected by COVID-19 at a TVBL event, and that if infected, you or your child(ren) could spread COVID-19 to others. You accept sole responsibility for any mental distress, personal injury, illness, temporary or permanent disability, and/or death that you, your child(ren) or others with which you have personal contact may experience or incur if you become COVID-19 infected as a result of you or your child(ren)'s attendance at a TVBL event. You waive and release TVBL and all associated officers, directors, members, directors, managers, agents, employees, representatives, volunteers, and/or all other TVBL event participants and/or their families ("TVBL Parties") from all actions, damages, losses, costs, claims, liability, or expense, of any kind or nature, that you or your child(ren) suffer or incur from exposure to or infection by COVID-19 as a result of attending, arising out of, or related to, a TVBL event (a "Claim").

On your behalf, and on behalf of your child(ren), you hereby release, covenant not to sue, discharge, and hold harmless TVBL and the TVBL Parties from and against the Claims. You understand and agree that this release includes any Claims based on the actions, omissions, or negligence of TVBL or a TVBL Party, including any Claim based on lack of, or error in carrying out, COVID-19 preventative measures and protocols, and regardless of whether a COVID-19 exposure or infection occurs before, during, or after participation in any TVBL event

Signature of Parent/Guardian Child(ren) Name(s)

Print Name:

Date:
