



## Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

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.

Milpitas National Little League ("the League") has put in place preventative measures to reduce the spread of COVID-19; however, the League cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, participating in the League could increase your risk and your child(ren)'s risk of contracting COVID-19.

By initialing and signing this Agreement, you acknowledge, accept, and agree to all the following (Participant and, if Participant is a minor, Parent/Guardian must initial and sign):

### 1. Participation in Milpitas National Little League is purely voluntary.

Parent Initial: \_\_\_\_\_ Participant(s) Initial(s): \_\_\_\_\_

### 2. Neither the Participant nor Parent/Guardian will attend meetings, practices and/or games if any of the following apply:

- a) **The Participant or any member of their household is exhibiting one symptom(s) of COVID-19 first appear within the last 10 days: fever (at or over 100.4°F or 38°C) or chills, cough, shortness of breath or difficulty breathing, feeling tired, muscle or body aches, headache, sore throat, nausea or vomiting, diarrhea, congestion or runny nose, or new loss of taste or smell. Parent/Guardian will check Participant's temperature at home prior to attending meetings, practices, and/or games; and Participant will not attend if their temperature is at or over 100.4°F or 38°C.**
- b) **The Participant or any member of their household has been diagnosed with COVID-19 or has a suspected diagnosis of COVID-19 or pending COVID test.**
- c) **The Participant or any member of their household has spent time with another individual who has been diagnosed with COVID-19 or has a suspected diagnosis of COVID-19.**
- d) **The Participant or any member of their household is currently under isolation or quarantine orders.**

Parent Initial: \_\_\_\_\_ Participant(s) Initial(s): \_\_\_\_\_

**3. If the Participant tests positive for COVID-19, or has been identified as being exposed to an individual that has tested positive for COVID-19, the Participant or Parent/Guardian, if the Participant is a minor, agrees to immediately inform League Safety Officer, Ryan, Keefe, and acknowledges that the League Safety Officer must contact the Santa Clara County Department of Public Health (SCCDPH) to provide information regarding the confirmed positive test, including Participant's name and contact information. I consent to the League providing such information to SCCDPH or any other the administrative body as required by law. I agree to willingly cooperate with any contact tracing that is deemed necessary by the League Safety Officer and / or SCCDPH.**

Parent Initial: \_\_\_\_\_ Participant(s) Initial(s): \_\_\_\_\_

**4. We are aware that the Participant may be exposed to COVID-19 while participating in or attending meetings, practices and/or games. We understand that this exposure carries a risk of infection, serious illness, or death for both the Participant and their household members.**

Parent Initial: \_\_\_\_\_ Participant(s) Initial(s): \_\_\_\_\_

**5. We acknowledge Milpitas National Little League, Little League International, the City of Milpitas, the Governor, State Department of Health, SCCDPH, or other administrative body with authority over Milpitas National Little League may determine to cancel a game or the season at any time. We also acknowledge MNLL must comply with any mandates issued by any entity with the authority over athletics and agree to comply with any such directives even if issued after signature to this agreement.**

Parent Initial: \_\_\_\_\_ Participant(s) Initial(s): \_\_\_\_\_

**6. Participant and Parent/Guardian, if the Participant is a minor, is/are aware that practices, games and /or spectating will look different than prior years, including the need for physical distancing and the correct and consistent use of face masks. We agree to comply with the direction provided by the coaching staff and acknowledge that the failure to do so may result in the Participant being refused participation at practice, competitions, and/or the entire sport season.**

Parent Initial: \_\_\_\_\_ Participant(s) Initial(s): \_\_\_\_\_

**7. I further agree and understand that my voluntary participation in this youth sports activity exposes me to the risk of personal injury, death, infection, communicable diseases, illnesses, viruses, or property damage, whether such risks are known or unknown. I hereby acknowledge that I am voluntarily participating in this activity and agree to assume any such risks.**

Parent Initial: \_\_\_\_\_ Participant(s) Initial(s): \_\_\_\_\_

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by participating in the League and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 while participating in the League may result from the actions, omissions, or negligence of myself and others, including, but not limited to, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s participation in the League.

On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the League, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, 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 the League, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any League activity.

I acknowledge that I have received a copy of the Milpitas National Little League Safety Protocols put into place by the League and agree to strictly comply with them at all times. I understand that any failure to comply will result in loss of ability to participate in the League.

\_\_\_\_\_  
**Signature of Parent/Guardian**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed name of Parent/Guardian**

**Name(s) of participant(s):**

\_\_\_\_\_  
\_\_\_\_\_