

Piedmont Baseball Softball Foundation

COVID-19 PARTICIPATION WAIVER

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.

Piedmont Baseball Softball Foundation (PBSF) is a nonprofit providing service to youth of Piedmont through recreational baseball and softball programs dedicated to fostering skills and love of the game in all interested and committed players. PBSF has put in place preventative measures to reduce the spread of COVID-19; however, PBSF cannot guarantee that you or your child(ren) will not become infected with COVID-19.

All PBSF activities will be structured to abide by current COVID-19 guidelines issued by the Alameda County in the state of California, including games as permitted by the state of California's February 26, 2021 guidelines. PBSF will continue to update protocols as guidance evolves. Participant(s) willingly agree to comply with all stated protocols and terms and conditions for participation specifically as it pertains to protection against COVID-19 and matters of general safety.

Participation with PBSF could increase your risk, and the risk of others you come in contact with, of contracting COVID-19. By signing this agreement, you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that your child(ren) may be exposed to or infected by COVID-19 by participation and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You understand that the risk of becoming exposed to or infected by COVID-19 during sessions may result from the actions, omissions, or negligence of you and others, including, but not limited to, PBSF's coaches, volunteers, and other program participants and their families.

You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to your child(ren) (including but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that you or your child(ren) may experience or incur in connection with your child(ren)'s participation with PBSF ("Claims"). On your behalf, and on behalf of your children, you hereby release, covenant not to sue, discharge, and hold harmless PBSF, 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. **You understand and agree that this release includes any Claims based on the actions, omissions, or negligence of PBSF, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any PBSF event.**

The signature below certifies that, as parent/guardian with legal responsibility for the participant(s) named above, I have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. My signature as parent and/or guardian understands and accepts these risks and responsibilities and consent and agree to our child(ren)'s release and agree to indemnify and hold harmless PBSF for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

The undersigned further expressly agrees that the attached waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Name of participant: _____

Name of parent/guardian: _____

Parent guardian/signature: _____

Date signed: _____