



July 30, 2020

Dear Town of Guilderland,

The following is the Guilderland Pop Warner Program's plan to return to Football and Cheerleading activities at Town of Guilderland facilities at Nott Road Park from September 1st, 2020 until December 31st, 2020:

- All players and coaches will be required to sign an Assumption of Risk/COVID-19 waiver form releasing the Town of Guilderland, GPW, and manager/coaches before being allowed to utilize the fields at Nott Road (see Exhibit "A")
- Practices, Scrimmages and games will follow all guidance from governing parties i.e. Pop Warner National, Eastern Region Pop Warner, Capital District Pop Warner, CDC etc.
- Parents will be encouraged to drop their players off at the park, but should they decide to stay to watch the football and cheer activities, each family will be limited to two (2) spectators per player and utilize (1) 6 foot section of field along the outside perimeter of the fields as their social distance space, and all spectators must wear face coverings when they are in common areas and situations where six feet of distancing is not able to be maintained, so long as they are over the age of two and medically able to tolerate such a covering.
- Temperatures and questionnaire (see Exhibit "B") will be recorded each time an athlete participates in practice or a game.
- Coaches shall have half of the team utilize the fence lines down the entry road for their equipment and personal space, with the other half of the team utilizing the perimeter of the field 0-10 yards outside of the field lines.
- Coaches are required to have facial masks/coverings on hand. Players must bring their own as well. They are not required to be worn unless a situation requires contact closer than six (6) feet (First Aid, Injury, etc)
- Equipment shed and the pavilion will be blocked off and not useable by players, families or coaching staff unless warranted by a weather event, in which case athletes will be instructed to wear their facemask for safety.
- Parents will drop off their player for practice and return to pick them up at the end of practice and be required to wear a mask if they exit their vehicle at Nott Road Park.
- Bleachers will not be used by any player or parent
- Sharing of equipment, food or beverages is not permitted
- Players shall keep their mouthguard on their person at all times.

- 15 minutes will be blocked out in-between team practices to allow team transition
 - Concession will not be used
 - Footballs, flags and any other equipment used by the team, such as pom poms, shall be sanitized before and after each practice
 - Hand sanitizer and soap will be provided in bathrooms
 - Coaches and players must have hand sanitizer with them to use before and after practice
 - Bathrooms will be cleaned before and after each practice
 - To the extent provided by the Town, signage encouraging hand washing, social distancing and healthy practices will be placed throughout Nott Park.
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- If equipment shed or buildings are utilized for a game, no more than three (3) people shall occupy a building at any time, and those in the buildings shall practice social distancing. If used, buildings must be cleaned before and after use.
 - 30 minutes will be blocked out in-between game activities on each field in order to allow for cleaning and safe transition.
 - Start times of games/practices will be staggered at each field to the extent necessary to minimize activity on the walkways and parking lots connecting the fields in between games/practices
 - GPW will host games at Nott Road Park, these games will follow the guidance and rules supplied by Pop Warner National (i.e., “Back to the Ballpark Recommendations” and any further or supplemental guidance). Teams participating in games at our field will be required to sign the Eastern Region Covid waiver along with the GPW/Town of Guilderland Waiver. These waivers will be turned in at the time of player check in with game commissioner. If a waiver is not signed for an athlete they will not be permitted to participate and must leave the game field.
 - At the time of the commissioner book check the visiting team will have their temperature checked and recorded.

Additional CDC guidance that will be followed is included in Exhibit "C"
 Pop Warner National Waiver included as attachment. This will be required of all participants as noted in the first bullet.

Respectfully Submitted,

GPW Board of Directors

EXHIBIT "A"

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT RELATING TO COVID-19 EXPOSURE, COVID-19 LIABILITY, AND COVID-19 RISKS

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

Adult Participant Name: _____

Minor Participant Name(s): _____

Participant Age(s): _____

(If applicable) Name of Participant's Parent or Legal Guardian signing below:

IN CONSIDERATION for myself and/or my children listed above being permitted to utilize the services, utilize the facilities and/or participate in the programs of the Town of Guilderland, Guilderland Pop Warner, Inc. and its board of directors, Football and Cheer coordinators, managers and coaches (collectively the "Organization"), 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 Organization, the undersigned, on behalf of himself or herself and such participating 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 Organization's programs and that the undersigned finds and accepts same as being safe and reasonably suited for the use or participation by the undersigned and such participating children.

In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including several 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 neither the undersigned nor such participating children shall visit or utilize the facilities, services, and/or programs of the Organization (other than any exclusively online services and programs) within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. The undersigned agrees to check on a daily basis the CDC Travel Health Notices list

(<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to participating in or utilizing the facilities, services, and programs of the Organization. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall participate in, visit or utilize the facilities, services, and/or programs of the Organization if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify the Organization immediately if he or she believes that any of the foregoing access/use restrictions may apply.

The Organization 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 Organization 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 Organization's revised procedures prior to utilizing the facilities, services, and/or prior to participating in the programs of the Organization. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by the Organization, social distancing of 6 feet per person among children and their fellow 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 Organization and acknowledges that use thereof by the undersigned and/or such participating children may, despite the Organization's reasonable 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 ORGANIZATION'S PROGRAMS, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Organization, 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 participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children 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 such participating children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) related to COVID-19 or related illnesses, *whether caused by the negligence, active or passive, of the Organization or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or using any equipment of or participating in any program of or affiliated with the Organization.*

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS the Organization and any of their respective directors, officers, employees, volunteers and agents, and each of them, from any loss, liability, damages or costs they may incur related to COVID-19 or related illnesses, *whether caused by the Organization's negligence, active or passive, or otherwise* while the undersigned or any participating child is participating in any program of the Organization or in, upon, or about the premises or any facilities or equipment affiliated with the Organization. The undersigned understands and agrees that the Organization is not required to provide insurance to cover the undersigned or such participating children in the event they 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 Organization.

The undersigned agrees and acknowledges that use of the Organization facilities and services, and participation in the Organization programs, may involve inherent danger and risk related to COVID-19 or related illnesses, including, without limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of the Organization and/or while using the premises or any facilities or equipment thereon and/or while participating in or observing any program affiliated with the Organization. The undersigned acknowledges that any illness or injuries that the undersigned or such participating children contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.

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 AGREEING TO 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 ORGANIZATION 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. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR

CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO THE ORGANIZATION THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

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.

Signature

Emergency Contact Name

Date

Emergency Contact Number

Exhibit C

CDC Recommendations

- Advise Sick Individuals of Home Isolation Criteria o Sick coaches, staff members, umpires/officials, or players should not return until they have met CDC's criteria to discontinue home isolation.
- Isolate and Transport Those Who are Sick. Make sure that coaches, staff, officials, players, and families know that sick individuals should not attend the youth sports activity, and that they should notify youth sports officials (e.g., the COVID-19 point of contact) if they (staff) or their child (families) become sick with COVID-19 symptoms, test positive for COVID-19, or have been exposed to someone with COVID-19 symptoms or a confirmed or suspected case.
- Immediately separate coaches, staff, officials, and players with COVID- 19 symptoms (i.e., fever, cough, shortness of breath) at any youth sports activity. Individuals who are sick should go home or to a healthcare facility, depending on how severe their symptoms are, and follow CDC guidance for caring for oneself and others who are sick. Individuals who have had close contact with a person who has symptoms should be separated and sent home as well, and follow CDC guidance for community-related exposure (see "Notify Health Officials and Close Contacts" below). If symptoms develop, individuals and families should follow CDC guidance for caring for oneself and others who are sick.
- Establish procedures for safely transporting anyone who is sick to their home or to a healthcare facility. If you are calling an ambulance or bringing someone to the hospital, try to call first to alert them that the person may have COVID-19.
- Clean and Disinfect and Close off areas used by a sick person and do not use these areas until after cleaning and disinfecting them (for outdoor areas, this includes surfaces or shared objects in the area, if applicable).
Wait at least 24 hours before cleaning and disinfecting. If 24 hours is not feasible, wait as long as possible. Ensure safe and correct use and storage of cleaning external icon and disinfection products, including storing them securely away from children.

o In accordance with state and local privacy and confidentiality laws and regulations, youth sports organizations should notify local health officials, youth sports program staff, umpires/officials, and families immediately of any case of COVID-19 while maintaining confidentiality in accordance with the Americans with Disabilities Act (ADA)external icon and other applicable laws and regulations.

o Work with local health officials to develop a reporting system (e.g., letter) youth sports organizations can use to notify health officials and close contacts of cases of COVID-19.

o Advise those who have had close contact with a person diagnosed with COVID-19 to stay home and self-monitor for symptoms, and to follow CDC guidance if symptoms develop.

• **Notify Health Officials and Close Contacts**

