

WHITE PLAINS LITTLE LEAGUE



RETURN TO PLAY WAIVER

In consideration of being allowed to participate in any way in White Plains Little League (“WPLL”) baseball and softball programs, related events and activities (collectively, “WPLL Programs”), including my attendance at WPLL Programs, the undersigned acknowledges, appreciates, and agrees that:

1. There is inherent risk of injury and/or illness from the activities involved in WPLL Programs and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury or illness does exist;
2. The risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or their medical conditions, diseases, or maladies does exist, and it is impossible to eliminate the risk that I or my family members could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease;
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF WPLL, including its volunteers, or others, and assume all full responsibility for my and my family’s participation;
4. I willingly agree to comply on behalf of myself and my family with all stated policies and procedures of WPLL and customary terms and conditions for participation in WPLL Programs. If, however, I observe any unusual significant hazard or condition during my presence or participation, I will remove myself and my family from participation and immediately bring such hazard or condition to the attention of the nearest WPLL Volunteer or game official; and
5. I HAVE READ THIS RETURN TO PLAY WAIVER AND ITS RELEASE OF LIABILITY AND ASSUMPTION OF RISK PROVISIONS. BEFORE SIGNING BELOW, I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT ON MY OWN BEHALF OR ON BEHALF OF MY FAMILY MEMBERS AND THE YOUTH PARTICIPANT ASSOCIATED WITH WPLL PROGRAMS, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.
6. **ACKNOWLEDGEMENT BY ADULT PARTICIPANT:** By acknowledging and agreeing below, I agree and verify the following: 1) I consent and agree to assume the risks of participation in WPLL Programs; and 2) that I specifically agree to the release as provided herein for myself, my family members, my heirs, assigns and next of kin, I release and agree to indemnify WPLL, including its volunteers, from any and all liabilities incident to my involvement or participation in WPLL Programs EVEN IF ARISING FROM THE NEGLIGENCE OF WPLL, INCLUDING ITS VOLUNTEERS, OR OTHERWISE.
7. **ACKNOWLEDGMENT BY PARENTS AND/OR LEGAL GUARDIANS OF YOUTH PARTICIPANTS IN WPLL PROGRAMS:** By acknowledging and signing below, I agree to and

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verify the following: 1) I am the parent or legal guardian for the youth participant registered with WPLL; 2) that the date of birth of the youth participant registered with WPLL is correct; 3) that as parent/legal guardian with legal responsibility for this youth participant, I consent and agree to assume the risks of his/her participation in WPLL Programs; and 4) that I specifically agree to his/her release as provided herein of WPLL, including its volunteers, and, for myself, my family, my heirs, assigns and next of kin, I release and agree to indemnify WPLL, including its volunteers, from any and all liabilities incident to the youth participant's (as listed below) involvement or participation in WPLL Programs as provided above EVEN IF ARISING FROM THE NEGLIGENCE OF WPLL, INCLUDING ITS VOLUNTEERS, OR OTHERWISE.

- 8. **SAVINGS CLAUSE:** Should any provision of this return to play waiver be held invalid or unenforceable by a court of competent jurisdiction, and such provision cannot be modified to be enforceable, such provision shall become null and void, leaving the remainder of this return to play waiver in full force and effect.

- 9. **EFFECT OF PRIOR WAIVER:** I understand and acknowledge that the 2020 WPLL waiver(s) agreed to by me or the parent or legal guardian for the youth participant registered with WPLL for the 2020 Spring season (the "2020 Spring Season Waiver") remains in full force and effect. I further agree that nothing herein modifies, supersedes, voids or otherwise alters the 2020 Spring Season Waiver. If there is a conflict between this return to play waiver and the 2020 Spring Season Waiver, this return to play waiver will control.

Agreed to and signed by:

Print Name: Date:

Print Names of WPLL Youth Participants (Children):

