

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.

Lombard Baseball League (“LBL”) has put in place preventative measures to reduce the spread of COVID-19; however, LBL cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending LBL events could actually increase your risk and your child(ren)’s risk of contracting COVID-19. 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 attending LBL 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 at LBL may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Baseball employees, 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 attendance at LBL or participation in Baseball programming (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless LBL, 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 LBL, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Baseball program.

Signature of Parent or Legal Guardian

Date Signed

Printed Name of Parent or Legal Guardian

Hold Harmless. _____ (Parent or Legal Guardian Name) shall fully defend, indemnify, and hold harmless LBL from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury, illness and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of Lombard Baseball League, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to LBL for all legal fees, expenses, and costs incurred by it.

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on **May 29, 2020** by and between Lombard Baseball League, Lombard Lightning, The Lombard Baseball League Board of Directors, its Coaches, Managers and Volunteers (hereinafter, "LBL"), of PO Box 1174, Lombard, Illinois 60148 and _____ (Parent or Legal Guardian), of _____ (Player Name). Lombard Baseball League, Lombard Lightning, Lombard Baseball League Board of Directors, Coaches, Managers and Volunteers are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, _____ (Parent or Legal Guardian) desires to hold harmless LBL from any claims and/or litigation arising out of _____ (Player's) actions in connection with Participation in Youth Baseball and any associated risks created or stemming from any COVID-19 related risks, injuries, infection or death.

Signature of Parent or Legal Guardian

Date Signed

Printed Name of Parent or Legal Guardian