

Westlake Baseball Association, Inc.

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

The novel coronavirus (COVID-19) has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and can cause severe illness and death. Some people may be at higher risk for severe illness and death from COVID-19. As a result, federal, state, local governments and health agencies recommend social distancing, face coverings, frequent hand washing, and other preventative measures to reduce the spread of COVID-19, and have, in many locations, prohibited certain activities including the congregation of groups of people. Additional information regarding COVID-19 is available through the Center for Disease Control and Prevention’s website (www.cdc.gov) as well as various other international, national, state and local resources.

Westlake Baseball Association, Inc. (“WBA”) is a volunteer and community run organization that is providing guidance regarding various preventative measures to reduce the spread of COVID-19 by volunteers, players, family members, vendors and guests. However, WBA cannot guarantee that you, your spouse or your child(ren) or any other visitors or guests related to your participation with the WBA will not become infected with COVID-19 while visiting the facilities leased by the WBA (the “WBA Facilities”), whether or not participating in activities such as training, playing, games or otherwise enjoying use of the WBA’s Facilities, nor can WBA guarantee that entrance into or use of WBA Facilities or participation in activities is permitted under all federal, state, and local orders, laws and regulations. Further, entering the WBA Facilities could increase your, your spouse’s and your child(ren)’s and guests’ risk of contracting COVID-19.

Every person entering or using any of WBA’s Facilities must abide by federal, state, local, and WBA’s guidance regarding preventative measures to reduce the spread of COVID-19 and must sign a copy of this agreement. By signing this agreement, you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you, your spouse, your child(ren) and guests may be exposed to or infected by COVID-19 by visiting the WBA Facilities and / or participating in WBA activities, 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 at WBA’s Facilities may result from the actions or omissions (whether or not constituting negligence) of yourself, your spouse, your child(ren) and others, including, but not limited to, WBA volunteers, visitors, vendors and other players and guests and their families. You also assume the risk that entering or using WBA’s Facilities or participating in activities with the WBA may not be permitted under all federal, state, and local orders, laws and regulations.

You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury or other consequences to you, your spouse, your minor child(ren) or your guests. Such injuries and other consequences may include, but are not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, or fine or imprisonment, that you or they may experience, suffer or incur in connection with your or their entrance into WBA’s Facilities, use of the WBA Facilities or participation in WBA’s activities, training, or other events (“Claims”). On behalf of yourself, and on behalf of your child(ren), family and guests, you hereby release, covenant not to sue, discharge, and hold harmless WBA, 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 or omissions (whether or not constituting negligence) of you, your spouse, your child(ren), visitors, vendors, guests, WBA and its volunteers, agents, and representatives, whether a COVID-19 infection occurs before, during, or after you, your spouse or your child(ren) or guests visit WBA or participate in any or WBA’s baseball activities.

Print Name _____
of Player(s)

Signature _____ **Date** _____
of Parent/Guardian

Print Name _____
of Parent/Guardian, Spouse, Guests and Minor Children