

Connecticut Wiffle®Ball League
COVID-19 RELEASE OF LIABILITY FORM

****NOTE: If the participant/player is under 18 years of age at the time of signature, then this form must also be read, acknowledged, and signed by a parent(s) or guardian(s) of the participant/player.****

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing.

I further acknowledge that the Connecticut Wiffle®Ball League has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.

I FURTHER ACKNOWLEDGE THAT THE CONNECTICUT WIFFLE BALL LEAGUE CANNOT GUARANTEE THAT I WILL NOT BECOME INFECTED WITH THE CORONAVIRUS/COVID-19. I understand that **the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, participants, directors, officials, employees, volunteers, representatives, the activity holders and sponsors, ownership, and any other related parties.**

I am VOLUNTARILY PARTICIPATING in the Activities, which may cause me to be exposed to persons who have or have had, or have been exposed to, Coronavirus/COVID-19. I voluntarily seek services provided by the Connecticut Wiffle®Ball League and **ACKNOWLEDGE THAT I AM INCREASING MY RISK TO EXPOSURE TO THE CORONAVIRUS/COVID-19.** I acknowledge that I must comply with all set procedures to reduce the spread while attending games and/or events.

I attest that:

- (A) **I AM NOT EXPERIENCING ANY SYMPTOM OF ILLNESS** such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- (B) **I have NOT TRAVELED INTERNATIONALLY** within the last fourteen (14) days.

(C) I have NOT TRAVELED to a HIGHLY IMPACTED AREA WITHIN THE UNITED STATES OF AMERICA within the last 14 days.

(D) I do NOT believe I have been EXPOSED to someone with a SUSPECTED AND/OR CONFIRMED case of the Coronavirus/COVID-19.

(E) I have NOT been DIAGNOSED WITH Coronavirus/COVID-19 and NOT yet CLEARED AS NON-CONTAGIOUS by state or local public health authorities.

(F) I AM FOLLOWING ALL CDC RECCOMENDED GUIDELINES as much as possible and limiting my exposure to the Coronavirus/COVID-19.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 while attending any events organized by the Connecticut Wiffle®Ball League, 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 from events organized by the Connecticut Wiffle®Ball League may result from the actions, omissions, or negligence of myself and others, including, but not limited to: The Connecticut Wiffle®Ball League, CTWL, and/or their participants, directors, officials, employees, volunteers, representatives, the activity holders and sponsors, ownership, and any other related parties, including families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at events organized by the Connecticut Wiffle®Ball League or (“Claims”). On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the Connecticut Wiffle®Ball League, its participants, directors, officials, employees, volunteers, representatives, the activity holders and sponsors, ownership, and any other related parties, 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 the Connecticut Wiffle®Ball League and/or their participants, directors, officials, employees, volunteers, representatives, the activity holders and sponsors, ownership, and any other related parties, whether a COVID-19 infection occurs before, during, or after attending any event organized by the Connecticut Wiffle®Ball League.

I acknowledge that the CTWL does not hold any legal business claim, such as an LLC or INC title, and that the league does not provide any insurance to cover any injury or injuries of any participant(s) or other affected entities or persons listed above.

This COVID-19 Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

Player/Participant Release:

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE.

I HAVE READ THE PROVISIONS IN THIS AGREEMENT, AND I UNDERSTAND AND ACCEPT THESE RISKS AND RESPONSIBILITIES. I FOR MYSELF, DO CONSENT AND AGREE TO THIS RELEASE PROVIDED ABOVE FOR ALL THE ENTITIES OR PERSONS LISTED. IN ADDITION, I FOR MYSELF DO RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE ENTITIES OR PERSONS LISTED FOR ANY LIABILITIES TO MY PRESENCE OR PARTICIPATION IN THE ACTIVITIES AS PROVIDED ABOVE, **EVEN IF ARISING FROM THEIR NEGLIGENCE**, TO THE FULLEST EXTENT PROVIDED BY LAW.

THIS RELEASE IS INTENDED TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE

THAT IF ANY PORTION ON THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE.

I HAVE READ THIS AGREEMENT, AND I HEREBY CONSENT AND AGREE TO HOLD THE CONNECTICUT WIFFLE®BALL LEAGUE HARMLESS FROM, AND WAIVE ON BEHALF OF MYSELF, MY HEIRS, AND ANY PERSONAL REPRESENTATIVES any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the league, or that may otherwise arise in any way in connection with any services received from Connecticut Wiffle®Ball League. I understand that this release discharges Connecticut Wiffle®Ball League from any liability or claim that I, my heirs, or any personal representatives may have against the league with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from Connecticut Wiffle®Ball League, including infection from COVID-19. This liability waiver and release extends to the league together with all players, managers, directors, officials, employees, volunteers, representatives, and agents, and the activity holders and sponsors.

Participant's Signature
(Please print legibly.)

Date

Participant's Name

Age

Minor Release (For Players/Participants Under 18 Years of Age):

I CERTIFY, AS THE PARENT(S) OR GUARDIAN(S) WITH LEGAL RESPONSIBILITY OF THE PARTICIPANT IN THE ACTIVITIES, THAT I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE.

I HAVE READ AND EXPLAINED THE PROVISIONS IN THIS AGREEMENT TO MY CHILD/WARD, INCLUDING THE RISKS OF PRESENCE AND PARTICIPATION IN THE ACTIVITIES. FURTHERMORE, MY CHILD/WARD DOES UNDERSTAND ACCEPT THESE RISKS AND RESPONSIBILITIES. I FOR MYSELF, MY SPOUSE, AND MY CHILD/WARD, DO CONSENT AND AGREE TO HIS RELEASE PROVIDED ABOVE FOR ALL THE ENTITIES OR PERSONS LISTED. IN ADDITION, I FOR MYSELF, MY SPOUSE, AND MY CHILD/WARD, DO RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE ENTITIES OR PERSONS LISTED FOR ANY LIABILITIES TO MY MINOR CHILD'S/WARD'S PRESENCE OR PARTICIPATION IN THE ACTIVITIES AS PROVIDED ABOVE, **EVEN IF ARISING FROM THEIR NEGLIGENCE**, TO THE FULLEST EXTENT PROVIDED BY LAW.

THIS RELEASE IS INTENDED TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION ON THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Parent/Guardian Signature
(Please print legibly.)

Date

Parent/Guardian Name