

## ARLINGTON BABE RUTH

### COVID-19 WAIVER OF LIABILITY, ASSUMPTION OF RISK AND ACKNOWLEDGEMENT OF EXPECTATIONS

(Dated June, 19, 2020)

Since March, recreational activities, including baseball, have been closed and/or restricted in Arlington, Virginia and the surrounding region due to the novel coronavirus and COVID-19 pandemic. Arlington Babe Ruth (ABR), including Storm Baseball, will resume some recreational and competitive baseball activities, including participation in the Northern Virginia Travel Baseball League, beginning on June 15, 2020, as sanctioned by Arlington's and Virginia's phased reopening of activities. ABR's activities are being planned and implemented with the aim of limiting players', families', coaches', umpires', volunteers', and spectators' exposure to the coronavirus and COVID-19 and containing community spread from any exposures. **But no step or precaution can eliminate the risk of exposure to the coronavirus or COVID-19. In fact, as with any other activity involving groups of people, participating in ABR activities puts those involved at greater risk of exposure than not participating. Those who participate in ABR activities must knowingly and freely acknowledge and assume that risk.**

This Waiver of Liability, Assumption of Risk, and Acknowledgment of Expectations must be executed by ABR "Participants," including players (through their parent(s) or legal guardian(s)), coaches, umpires, and other volunteers. It releases from liability and holds harmless the "Releasees," to include ABR and Babe Ruth League, Inc. and its officers, directors, coaches, umpires, team parents, volunteers, agents, contractors, sponsors, and other Participants.

By signing below, you acknowledge the above statements and below statements and agree to abide by the expectations set forth below—on behalf of yourself, your minor Participant, your immediate family, and any spectators you invite to games or practices (as permitted by ABR and Arlington County's Return to Play protocols). (The pronoun "I," as used below, encompasses those individuals.) Specifically, you agree to assume the risk of participating in ABR activities and waive any legal claims against the Releasees that may arise from any exposure to the coronavirus or contracting COVID-19.

1. Participating in ABR activities risks exposure to the coronavirus and contracting COVID-19. While ABR's Return to Play guidelines and other precautions, including personal discipline, may reduce these risks, the risks still exist. Among the risks associated with the coronavirus and COVID-19 are serious illness, hospitalization, and death. I knowingly and freely assume all such risks, including any risks that may not be known, even if they result from the negligence of the Releasees or others and assume full responsibility for my participation.
2. I have read, reviewed, and understand ABR's Return to Play Plan and the Arlington County Department of Parks and Recreation Return to Play Guidelines, which are available at the ABR website: <http://www.arlingtonbaberuth.com>. I agree to abide by the guidelines and expectations contained therein, including but not limited to the following requirements for Participants:
  - a. Before attending any ABR activity, Participants must assess themselves for COVID-19 and flu-like symptoms, including cough, shortness of breath, muscle aches, sore throat, chills, and fever. Participants with symptoms must not attend the activity.

- b. Before attending any ABR activity, Participants must accurately complete, sign, and submit the ABR COVID-19 Screening Form. The form will be distributed in hard copy, electronically, or via a web-based application. Based on their responses to the screening questions, Participants will be given instructions about their eligibility, with which they must comply.
  - c. Participants who have tested positive for COVID-19, who have been exposed to people who have tested positive for COVID-19 within the last 14 days, or who have had symptoms of COVID-19 (as reflected by an affirmative response on the ABR COVID Screening Form), will not attend ABR activities and will abide by quarantining expectations prescribed by their doctor or other medical professional, along with expectations set forth by the Centers for Disease Control (CDC).
  - d. Participants who fall into the category established by subsection (c) above are required to disclose that information to their team’s COVID Coordinator so that appropriate contact tracing steps can be taken by ABR and/or public health authorities.
3. I will abide by the terms and conditions in this Waiver of Liability, Assumption of Risk, and Acknowledgement of Expectations. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and immediately bring such to the attention of the nearest ABR official—Head Coach, Team Parent, COVID Coordinator, etc.
  4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, acknowledging that I am aware of and willing to assume the risks associated with participating in ABR activities, hereby release and hold harmless the Releasees with respect to any and all illness (including COVID-19), disability, death, or loss or damage to person or property, whether arising from the negligence of Releasees or otherwise, to the fullest extent permitted by law.
  5. (If applicable) I certify, as parent or guardian, with legal responsibility for a Participant or Participants, that I have read and explained the provisions in this waiver to my minor Participant or Participants, including the risks of participation and his or her personal responsibilities for adhering to the rules and guidelines for protection against the coronavirus and COVID-19. I certify that my minor Participant or Participants understand(s) and assumes the risks and responsibilities and agree(s) to abide by the expectations set forth above.

**I have read this this Waiver of Liability, Assumption of Risk, and Acknowledgement of Expectations, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.**

ADULT SIGNATORY:

Full Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

NAMES OF MINOR ABR PARTICIPANTS (you can use this form for more than one child):

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