

# COVID-19 PLAYER LIABILITY WAIVER

Dallas Ball Hockey League (DBHL)

(As of March 13th, 2022)

This waiver applies to events organized by the Dallas Ball Hockey League, Dallas / Fort Worth, TX.

**This waiver outlines Dallas Ball Hockey League (DBHL) plan for safely returning to the rink and being prepared for the possibility of positive cases occurring within participants or their families. DBHL will utilize the guidelines set forth by the Center for Disease Control and Prevention (CDC), the Texas Department of State Health Services, Elzie Odom Recreation Center, Lonestar Events and Sports, The Edge at Allen Hockey Rinks, and local government or health officials in returning to the rinks and managing confirmed cases of COVID-19.**

**In consideration of being allowed to participate, the undersigned participant hereby,**

- IN CONSIDERATION for myself being permitted to utilize the services, utilize the facilities and/or participate in the programs of Dallas Ball Hockey League (DBHL) including, but not limited to, use of facilities or equipment, or participation in any program affiliated with (DBHL), the undersigned, on behalf of himself or herself hereby acknowledges, agrees and represents that he or she has inspected and carefully considered such premises, equipment, and facilities and has considered DBHL events and that the undersigned finds and accepts same as being safe and reasonably suited for the use or participation by the undersigned.

- The undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including several cases in the State of Texas and locality. In accordance with the most recent guidance and recommendations issued by the Centers for Disease Control and Prevention (CDC) and the Texas Department of State Health Services for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that the undersigned shall not visit or utilize the facilities, services, and/or programs of the DBHL within 5 days after:

- (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice
- (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or
- (iii) exposure to any person who has a suspected or confirmed case of COVID-19.

- The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. The undersigned agrees to check on a daily basis the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to participating in or utilizing the facilities, services, and programs of the DBHL. The undersigned hereby agrees, represents, and warrants that neither the

# COVID-19 PLAYER LIABILITY WAIVER

Dallas Ball Hockey League (DBHL)

(As of March 6th, 2022)

undersigned shall participate in, visit or utilize the facilities, services, and/or programs of the DBHL if he or she:

- (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath, or
- (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify DBHL Advisory Board Members immediately if he or she believes that any of the foregoing access/use restrictions may apply.

The DBHL has taken certain steps to implement certain recommended guidance and recommendations issued by public health agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. Current DBHL COVID-19 precautions will be posted within our event details for review. The undersigned acknowledges and agrees that the DBHL may revise its procedures at any time based on updated recommended guidance and recommendations issued by public health agencies and further agrees to comply with DBHL's revised procedures prior to utilizing the facilities, services, and/or prior to participating in the events of the DBHL. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by the DBHL, social distancing of 6 feet per person among participants is not always possible. The undersigned fully understands and appreciates both the known and potential dangers of participating in the events and/or utilizing the facilities associated with DBHL events and acknowledges that use thereof by the undersigned may, despite the DBHL reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death. I HAVE CAREFULLY READ THIS ADDENDUM TO THE DBHL LIABILITY WAIVER AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM DBHL IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY DBHL UTILIZED FACILITY OR DURING PARTICIPATION IN ANY PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.

**I, (We), have read and agreed to the terms of the DBHL COVID-19 Liability Waiver.**

Participant Name: \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature: \_\_\_\_\_ Parent/ Guardian (If under 18) \_\_\_\_\_