



## Emerald Necklace Girls Fastpitch Softball Association COVID-19 Consent and Release Form

This Consent and Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement (this “**Release Agreement**”) is to certify that I, as a participant or as a parent or guardian with legal responsibility for a minor child or ward that is a participant (hereinafter “**Participant**”), for the benefit of **Emerald Necklace Girls Fastpitch Softball Association (ENGFSA)** and its directors, officers, employees, teams, players, coaches, instructors, participants, volunteers, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as the “**Releasees**”), acknowledge that Participant will be engaged in youth softball (“**Sport**”), which includes, but not limited to, all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, without limitation, tournaments, games, practices, rental, orientational and instructional courses, seminars and sessions, travel, transport and accommodation, and other such activities, events and services in any way connected with or related to the Releasees.

**COVID-19:** The Participant acknowledges that 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, and those engaged in Sport are not immune from COVID-19 or the associated risks thereof.

The Participant further understands the COVID-19 virus has a long incubation period, during which carriers of the virus may not show symptoms and still be highly contagious. It is currently impractical to determine who may have COVID-19 and not yet be exhibiting symptoms.

Prior to each event, the Participant, Parent or Guardian shall confirm that that participant is not presenting any of the following symptoms of COVID-19 as follows: Fever over 100.4 degrees F, shortness of breath, dry cough, body aches, sore throat, fatigue, sweating, and/or loss of taste or smell.

Participant, Parent or Guardian acknowledge and understand that air travel significantly increases the risk of contracting and transmitting the COVID-19 virus. It is further acknowledged and understood the CDC recommends social distancing of at least 6 feet for a period of 14 days to anyone who has recently travelled.

The undersigned verify that Participant has not traveled outside the United States in the past 14 days to countries that have been affected by COVID-19.

If, at any point in the next 14 days, Participant or any immediate family/household member begins to exhibit symptoms of the COVID-19 virus, I will inform the ENGFSA immediately and will inform them of any testing results or quarantine orders I receive from a medical physician. I understand this continued communication with the ENGFSA is essential to help curb the spread of the virus and to allow the league to provide informed consent to other participants and to otherwise take protective measures. I understand the ENGFSA will not share or disseminate any of my protected health information for any unlawful or prohibited purpose.

**RULES, GUIDELINES AND BEST PRACTICES OF PARTICIPATION AND CONDUCT:**

Participant, Parent and/or Guardian agree to adhere to all rules of participation in Sport and general conduct promulgated and published, from time to time, by Releasees, as well as those mandatory guidelines and recommended best practices for Sports Leagues as issued by the State of Ohio and/or the Governor’s Adult and Youth Sports Leagues Advisory Group.

**ASSUMPTION OF RISKS:** I further certify and acknowledge that Sport may be inherently dangerous and can cause serious or grievous injuries, including bodily injury, damage to personal property, and death and that Participant recognizes and assumes that risk, whether foreseeable or not reasonably foreseeable, including possible exposure to **COVID-19**, and Participant agrees to participate in Sport. This assumption of the risk shall be considered to the broadest extent possible as allowable by law.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:** In consideration of the Releasees agreeing to allow Participant to participate in Sport and permitting Participant’s use of services, equipment, and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Participant hereby agrees as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that Participant has or may in the future have against the Releasees and to release the Releasees from any and all liability for any loss, damage, expense or injury, including death, that Participant may suffer or that Participant’s next of kin may suffer, as a result of Participant participating in Sport **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT PARTICIPANT FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN SPORT AND POSSIBLE EXPOSURE TO COVID-19;**

2. **TO HOLD HARMLESS AND INDEMNIFY** the Releasees for any and all liability for any property damage, loss or personal injury to any third party resulting from Participant's participation in Sport;
3. This Release Agreement shall be effective and binding upon Participant's heirs, next of kin, executors, administrators, assigns and representatives, in the event of Participant's death or incapacity; and
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Ohio no other jurisdiction.

In entering into this Release Agreement, Participant is not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Sport, other than what is set forth in this Release Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS CONSENT AND RELEASE AGREEMENT PRIOR TO SIGNING IT, THAT I HAVE SIGNED THIS RELEASE AGREEMENT FREELY, VOLUNTARILY, UNDER NO DURESS OR THREAT OF DURESS, WITHOUT INDUCEMENT, PROMISE OR GUARANTEE BEING COMMUNICATED TO ME. I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Name of Participant (print) \_\_\_\_\_ Age \_\_\_\_\_

Parent/Guardian (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Name of Parent/Guardian (print)  
\_\_\_\_\_

Participant Home Address \_\_\_\_\_  
\_\_\_\_\_

Participant Phone Number \_\_\_\_\_

Email \_\_\_\_\_

Team Name \_\_\_\_\_

Coach \_\_\_\_\_

Division/Age \_\_\_\_\_