

**CITY OF WEST POINT**  
**Waiver and Release of Liability (COVID-19) – Baseball and Softball**

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**Instructions:** Please read, provide all required information, and sign. A separate document is required for each player, coach, official, and other participant. Each participant 18 years or older must sign this document. A parent or guardian must sign on behalf of any participant 18 years or younger (for an 18-year old participant, the signatures of both the participant and his/her parent or legal guardian are required).

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**Participant’s Name:** \_\_\_\_\_ **Participant’s Age:** \_\_\_\_\_

**Participant’s Address:** \_\_\_\_\_ **Participant’s Telephone #:** \_\_\_\_\_

The City of West Point has made certain municipal property available to baseball and softball associations and similar licensees for the purpose of baseball games, softball games, baseball practices, softball practices, and other related activities (the “**Baseball and Softball Activities**”). In consideration of the above-named player, coach, official, or other participant (“**Participant**”) being allowed to participate in any one or more of the Baseball and Softball Activities on municipal property, the undersigned party (“**Maker**”) acknowledges and agrees as follows:

1. **Assumption of Risk – COVID-19.** The COVID-19 coronavirus has been declared a worldwide pandemic by the World Health Organization, is extremely contagious, and is believed to spread mainly from person-to-person contact. Maker ACKNOWLEDGES AND ASSUMES the risk and dangers OF ILLNESS, DISEASE, MEDICAL COMPLICATIONS, INJURY, OR DEATH, caused by or related to COVID-19, by voluntarily entering the property of any city or village (“**Municipality**”) and participating in or viewing Baseball and Softball Activities, or by authorizing the participation of a minor in, or the presence of a minor at, Baseball and Softball Activities. No one guarantees that Maker, or the minor Participant for whom Maker is responsible, will not become infected with COVID-19. Maker voluntarily assume this risk because Maker chooses or elects to do so.

2. **Release of Liability.** Maker, on behalf of Maker and Maker’s personal representatives, assigns, heirs, parents, legal guardians, siblings, children, and dependents, HEREBY RELEASES each Municipality on whose property Participant participates in Baseball and Softball Activities, together with, as applicable, each such Municipality’s mayor and council, village board of trustees, manager, administrator, clerk, agents, and employees, and all others who participate with Participant in such Baseball and Softball Activities (all of whom are collectively referred to herein as “**Releasees**”) from any and all liability to the Participant on account of injury, illness, disease, quarantine, or death from the COVID-19 coronavirus and any complication, related disease, or condition occurring as a result of entering the property of any such Municipality, participating in or viewing any Baseball and Softball Activities, or other use of public facilities on the property of any such Municipality, whether such injury, sickness, disease, condition, or death is caused by the negligence or other wrongful conduct of one or more of the Releasees or any other participants, spectators, or other individuals present at the Baseball and Softball Activities, or whether liability for such injury, sickness, disease, condition, or death is assigned to one or more of the Releasees as a matter of strict liability or any other legal doctrine.

3. **Covenant Not to Sue.** Maker agrees that Maker will not, under any circumstances, initiate any legal action or administrative proceeding against any Releasee nor will Maker assist in the prosecution of any such legal action filed by another, for any injury, disease, loss, quarantine, or illness related to COVID-19 and alleged to have arisen from Participant’s participation in the Baseball and Softball Activities. This covenant extends to include the personal representatives, assigns, heirs, parents, legal guardians, siblings, children, and dependents of Maker.

4. **Indemnification.** Maker agrees to indemnify, defend, and hold harmless the Releasees and each of them from any liability, damage, or loss (including, but not limited to, attorneys’ fees and other defense costs) one or more of them may suffer or incur arising out of or related to the Participant’s or any of the undersigned’s entry onto the property of any such Municipality in connection with any Baseball or Softball Activity, whether such claim is based on one or more of the Releasees’ negligence, breach of contract or warranty, strict liability, or other legal theory.

5. **Compliance.** Maker agrees to comply with all federal, state, and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by any such Municipality relating to COVID-19 or other safety or hygiene precautions, understanding that the Municipality may elect to deny entrance to the property (including any facilities present thereon) and the Participant may not be allowed to participate or continue to participate in the Baseball and Softball Activities at the election of the Municipality at any time. Maker agrees that in the event any portion of this document is held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect to the greatest extent possible under applicable law.

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**Acknowledgment of Participant (if Participant is 18 or older).** I affirm that I am of the age of majority; that I am competent; that I have carefully read each provision of this document; that I fully understand the same, and that I voluntarily signed this document knowing its effects.

\_\_\_\_\_  
**Signature of Participant**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name of Participant (Print Clearly)**

**Acknowledgment of Parent/Legal Guardian (if Participant is 18 or younger).** I affirm that I am the (initial one) [\_\_\_\_\_] parent or [\_\_\_\_\_] legal guardian of the Participant, and that as the parent/legal guardian of Participant, I consent to and agree to assume the risks described in Section 1, and

agree that by signing below I am, in addition to binding myself, binding the Participant on whose behalf I am signing, to the maximum extent permitted by applicable law to this document in full.

\_\_\_\_\_  
**Signature of Parent/Legal Guardian**

\_\_\_\_\_  
**Date**

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