

KIRKLAND AMERICAN LITTLE LEAGUE

Assumption of Risk and Waiver of Liability Relating to COVID-19

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 direct, indirect and close person-to-person contact and to a lesser extent as a result of contact with surfaces. To combat the spread of this virus, federal, state, county, and local governments and health agencies recommend social distancing, the use of facemasks or cloth face coverings, and have, in many locations, prohibited and/or limited the congregation of groups of people, particularly in indoor spaces.

Kirkland American Little League and its board members (“KALL”) has put in place preventative measures to reduce the spread of COVID-19 at KALL events and activities, including all little league practices and games (“KALL Programs”); however, KALL cannot guarantee that you or your child will not become infected with COVID-19 while participating in or volunteering at the KALL Programs.

By signing this agreement, you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you or your children or any member of your family may be exposed to or infected by COVID-19 by you or your child’s participation in the KALL Programs and that such exposure or infection may result in personal injury, illness, permanent disability, or death. You understand that the risk of becoming exposed to or infected by COVID-19 due to you or your child’s attendance or participation in KALL Programs may result from the actions, omissions, or negligence of others, including, but not limited to, KALL board members, volunteers, umpires, other families, and other players.

You and/or your child voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to yourself or your child or family members including, but not limited to, personal injury, disability, and death, as well as illness, damage, loss, claim, liability, or expense, of any kind, that you or your child may experience or incur in connection with you or your child’s attendance or participation in the KALL Programs and you or your child contracting COVID-19 or any symptoms related thereto ("Claims"). You hereby release, covenant not to sue, discharge, and hold harmless KALL, its board members, its volunteers, its umpires, other families, other players, the Washington State District 9 Little League, the Lake Washington School District, King County Parks and the City of Kirkland (the “Released Parties”), as well as any of their partners, officers, employees, agents, representatives or affiliates from any and all liability, directly or indirectly, under any theory of law (contract, tort, negligence or otherwise), available to you or your child or anyone else, for any liabilities, claims, actions, losses, costs and expenses of any kind (including reasonable attorney's fees) or damages (including direct, indirect, special, incidental, punitive or consequential) resulting from or occasioned by you or your child’s attendance or participation in any KALL Program and

contracting COVID-19 or any symptoms related thereto. You understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Released Parties, and their partners, officers, employees, agents, representatives or affiliates, whether a COVID-19 infection or the appearance of any symptoms related thereto occurs before, during, or after you or your child's attendance or participation in the Program.

Required Signatures

In conjunction with the above, I have read and fully understand the important information, warning of risk, assumption of risk and waiver and release of all claims for participation in the KALL Program relating to COVID-19. By signing this release, I acknowledge and agree that I, my child, and any other family members will following safety plans put in place by KALL and that if I, my child, or any other family members do not follow such safety plans, such failure shall be cause for expulsion from all KALL Programs. I further acknowledge that even if I, my child, and any other family members follow KALL safety plans, we still may be exposed to or spread COVID-19. I acknowledge that I have asked or been given an opportunity to ask questions regarding this release and any KALL safety plans.

Child Signature

Date

Parent/Guardian Signature

Date