

**ASSUMPTION OF THE RISK, WAIVER OF LIABILITY AND  
INDEMNIFICATION AGREEMENT RELATING TO CORONAVIRUS/COVID-19**

The severe acute respiratory syndrome coronavirus 2, SAR-CoV-2 (“coronavirus”), causes the illness COVID-19 which has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely dangerous and the coronavirus is extremely contagious** and believed to be spread from person-to-person contact. As a result, federal, state and local governments and health agencies recommend established guidelines to reduce the risk of spreading the coronavirus.

These include requiring social distancing and, in many locations, prohibiting the congregation of large groups of people. These guidelines are for the safety of the public and should be followed. Notwithstanding recommendations and guidelines by these entities, it must be understood that the coronavirus and COVID-19 are continuing threats to the health and lives of the citizens of Hawai‘i.

Manoa Youth Baseball League, including but not limited to its teams, directors, officers, employees, agents, and representatives (collectively, “MYBL”) has put in place preventative measures to reduce the spread of COVID-19. However, it is understood that MYBL **cannot guarantee** that you or your child(ren) will not come into contact with or become infected by the coronavirus. **Your mere physical presence at baseball activities of MYBL could increase your risk and your child(ren)’s risk of becoming infected by the coronavirus and developing COVID-19.**

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By signing this agreement, I \_\_\_\_\_ (Parent/Guardian), on behalf of myself and my minor child(ren) identified below, acknowledge the contagious nature of COVID-19 and **voluntarily assume the risk that my child(ren) and/or I may be exposed to or infected by the coronavirus** by attending or participating in baseball activities of MYBL and that such exposure may result in personal injury, illness, permanent disability or death. Notwithstanding the risk of infection, my minor child(ren) and I wish to voluntarily participate in baseball activities offered by MYBL.

**Further, I, and on behalf of my minor child(ren) identified below, state and agree as follows:**

- The baseball activities offered by MYBL include, without limitation, practices and other training, scrimmages, games, team activities and possibly travel for games in facilities which are not under the control of MYBL (the “baseball activities”). I understand that although MYBL has taken precautions to provide proper organization, supervision, instruction and equipment for the baseball activities, it is impossible for MYBL to guarantee absolute safety from infection by the coronavirus.
- I understand that the risk of becoming exposed to or infected by the coronavirus, and the risk of developing COVID-19 through participation in baseball activities includes the risk arising out of or related to the actions, omissions, or negligence of myself and others including, but not limited to, MYBL.
- I voluntarily agree to assume all of the foregoing risks and **accept sole responsibility for any injury or harm to myself or my minor child(ren)** including, but not limited to, personal injury, disability, death, and illness, including developing COVID-19; and any damage, loss, claim, liability, or expense, of any kind, that I may experience or incur, arising out of, caused by, or in any way related to exposure to the coronavirus or COVID-19 through participation in any baseball activities.
- I acknowledge that due to the restriction on spectators, MYBL anticipates that teams and/or individuals affiliated with MYBL teams may stream (either live or recorded) all or portions of baseball activities. I understand that such recording and/or streaming is part of MYBL’s baseball activities and unless I provide MYBL with written notice otherwise, I give MYBL, its teams and individuals affiliated with MYBL teams

permission to use my or my child(ren)'s voice/video recordings, and/or photographs without restriction or compensation. Such authorization serves as authority both during and after my and my child(ren)'s affiliation with MYBL.

- I acknowledge that I must comply with all State of Hawaii and City and County of Honolulu participation requirements for myself and my child(ren), including but not limited to completing the covid-screening procedures established by MYBL. I will monitor my health and the health of my child(ren), including at-home monitoring for COVID-19 symptoms such as fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle and body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea. Should my child(ren) have any such symptoms within 48-hours of baseball activities, they will not attend. **If my child is present at baseball activities**, I understand that I am certifying to MYBL that I have completed at-home screening.

- I hereby release, waive, covenant not to sue, discharge, and hold harmless MYBL from any and all liabilities, claims, actions, damages, costs or expenses of any kind arising out of, caused by or relating or in any way related to exposure to the coronavirus or COVID-19 through participation in any baseball activities and/or in the recording and/or streaming of any images of me or my child(ren) (the "Released Claims"). I understand and agree that this release and waiver of claims includes any claims based on the actions, omissions, or negligence of MYBL whether a coronavirus infection occurs before, during, or after participation in any of the baseball activities.

- I agree to protect, defend, indemnify and hold harmless MYBL regarding any of the Released Claims, and shall be liable to pay attorneys' fees and costs incurred by MYBL in the event that I pursue, or any person claiming to act on my behalf or on behalf of my minor child(ren) pursues, any demand, claim or legal action based upon or in away related to the Released Claims.

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

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Print Name of Parent/Guardian

PRINT THE NAME(S) OF THE MINOR CHILD(REN) FOR WHOM YOU ARE SIGNING THIS ASSUMPTION OF THE RISK, WAIVER OF LIABILITY, RELEASE AND INDEMNIFICATION AGREEMENT

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