



PORTAGE YOUTH SOFTBALL

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COVID-19 SUPPLEMENTAL WAIVER – RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

THIS WAIVER SUPPLEMENTS THE STANDARD “LIABILITY WAIVER – RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT” THAT IS COMPLETED AS PART OF EVERY ATHLETE REGISTRATION AND VOLUNTEER APPLICATION.

PARTICIPANT (ATHLETE, COACH, VOLUNTEER, ETC.) AGREEMENT

In consideration of participating in Portage Youth Softball, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence the Portage Community School District & Portage Youth Softball and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as “Releasees”), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate (hereinafter collectively referred to as “Participants”, and also agree as follows:

1. The risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies does exist, and it is impossible to eliminate the risk that I could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. I understand that this risk still exists even with additional safety regulations, social distancing practices, personal protective equipment, frequent hand washing and disinfection of equipment and facilities, and other attempts to limit the spread of communicable diseases.
2. I expressly accept and assume all the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I agree to follow any additional safety regulations enacted by the Releasees including those enacted after the signing of this supplemental waiver.
5. In the event that I file a lawsuit, I agree to do so solely in the state where the Releasees’ facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document, and should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain.

I have read and understand this document and I agree to be bound by its terms.

Participant Name: _____ **Participant Signature:** _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Phone Number: _____ **Email:** _____ **Date:** _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT (MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)

In consideration of _____ being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of the minor or are in any way connected with such participation by the minor.

Parent/Guardian Name: _____ **Date:** _____

Parent/Guardian Signature: _____