

Lancaster Pony Baseball League

Participation in Contact Sports / Activities

Assumption of Risk and Release of Liability Related to COVID-19



Player Name: _____ Date of Birth: _____

Division: _____ Email: _____

Parent(s)/Guardian(s) Name: _____

Cell Phone #: _____

I understand that those participating in youth sports or conditioning activities are at a higher risk of exposure to the COVID-19 virus due to the nature of such activities. In order for the youth athletes to participate in the Lancaster Pony Baseball League activities, players and their parents are required to read and sign the following Assumption of Risk and Release of Liability.

1. I understand that COVID-19 is extremely contagious and has been declared a worldwide pandemic by the World Health Organization.
2. I understand that as a result of my, or my players, participation in the league activities and utilizing the facilities and fields associated with them, may player and/or I may knowingly or unknowingly transmit the virus to my family, friends, teammates and/or others that I may come in contact with. This may include young children, elderly persons, and/or those with pre-existing conditions that place them at high risk for the virus.
3. I understand that there is an increased risk of exposure to the virus by participating in competitive events with other players, both in games and out of games. The risk of exposure also exists at any practice.
4. I understand that while every attempt is made to minimize chances of exposure there are no guarantees that can be made.
5. I understand the risk of transmission is higher while participating in High-Contact and Moderate-Contact sports, such as baseball, because of the increased difficulty in maintaining physical distancing and the higher intensity or level of exertion required for High-Contact and Moderate-Contact sports.

Additionally, I understand the risk increases.

- a. When face masks are not worn correctly and consistently and physical distancing is not maintained
- b. With increasing levels of contact between participants, closer contact, and the frequency and total duration of close contact, increases the risk that respiratory particles will be transmitted between participants
- c. With greater exertion levels, greater exertion increases the rate of breathing and the quantity of air that is inhaled and exhaled with every breath.

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- d. With mixing cohorts and groups, particularly when from different communities (during or outside of the activities); mixing with more people increases the risk that an infections person will be present.
6. I understand that Lancaster Pony Baseball League may require or request a player to provide results from a COVID test, if necessary.
7. I understand that if it is determined, by the Lancaster Pony Board, Team Manager, or the players parent or guardian that the player or the team is unable to participate in a game due to COVID, games will not be rescheduled.

I agree to do my part to limit exposure to and/or transmission of COVID-19, to myself and those around me. I agree to strictly and without exception, follow, and/or require my player to follow, all federal, state, and local public health guidelines related to COVID-19 as may be amended, updated or superseded from time to time, including but not limited to the following:

- Maintaining proper general hygiene
- Using proper hand washing techniques
- Using hand sanitizer when hand washing is unavailable
- Properly using personal protective equipment (gloves and/or masks)
- Not sharing any personal items (towels, soap, brushes, clothes, water bottles, food, lip balm, etc.)
 - It is required that each player provide his/her own personal items, practice clothing, game clothing, shoes, water bottles, hand sanitizer, and any other personal items needed to practice or play in games.
 - Players may not share personal items with any other players
 - All players shall bring their own individually labeled water bottle. Water bottle will not be shared and refill locations (such as, water fountains) are not open at the park.

I will also report to my team manager and/or team parent any possible COVID-19 exposure or symptoms. The Team Manager and/or Team Parent will report to the Lancaster Pony Baseball Board Member(s). The reporting should be done as soon as reasonably possible after my discovery of such exposure or symptoms and will stay at home, or keep my player at home, in accordance with the guidelines related to self-quarantine and/or until I or my player am/is cleared to return to playing baseball.

Assumption of Risk and Release of Liability: I voluntarily agree to assume all risks and accept sole responsibility for any injury to myself and/or player. I hereby release, covenant not to sue, discharge, and hold harmless the Lancaster Pony Baseball League, its board members, officials, volunteers, other participants, sponsoring agencies, sponsors, advertisers, or any other affiliated party with respect to any and all injury, illness, disability, loss or damage to person or property, expenses, and/or death arising out of or relating to participating in Lancaster Pony Baseball activities. I voluntarily agree to assume all risks and accept sole responsibility for any injury to myself and/or my player. I understand this release includes any claims based on the actions, omissions, or negligence of the Releasees, and whether a COVID-19 infection occurs before, during or after my participation.

Indemnification: To the fullest extent permitted by law, on behalf of myself, and/or my player, I agree to immediately defend, indemnify, and hold the Lancaster Pony Baseball League free and harmless from any loss, damage, liability, or expense that may arise in whole or in part from the Baseball activities occurring at SkyTower Park or any other practice facility, including as it relates to any exposure to COVID-19. The defense and indemnity

obligation under this paragraph shall apply regardless of Lancaster Pony Baseball League's or any other person's or entities active or passive negligence.

The terms above shall serve as a release and assumption of risk for my heirs, estate, executor, administrator, assignees, all members of my family and anyone participating in the activity (spectator) on behalf of my player.

Parent/Guardian Name: _____

- ☐ I consent and acknowledge the use of an electronic signature for the release of liability.

Signature: _____ Date: _____



Lancaster Pony Baseball

Waiver of Liability Release

For and in consideration of the undersigned participant's registered with Lancaster Pony Baseball and being allowed to participate in events and member activities, participant and the parent(s) or legal guardian(s) of participant waive, release and relinquish any and all claims for liability and cause(s) of action, including for personal injury, property damage or wrongful death occurring to participant or participant's parent(s) or legal guardian(s) arising out of activities may continue, and by this agreement any such claims, rights, and causes of action that participant and/or participant's parent(s) or legal guardian(s) may have are hereby waived, released and relinquished, and participant and participant's parent(s) / guardian(s) do so on behalf of their heirs, executors, administrators and assigns.

Participant and participant's parent(s)/guardian(s) acknowledge, understand and assume all risks relating to events or sports participation and activities incidental thereto, and understand that activities incidental thereto involve risks to participant's and participant's parent(s) /guardians(s) person including bodily injury, partial or total disability, paralysis and death, and damages which may arise there from and that we have full knowledge of said risk. These risks and dangers may be caused by the negligence of the participant, participant's parent(s)/guardian(s) or the negligence of others, including the organization, its affiliates, members, event hosts, other participants, other parents and legal guardians, coaches, officials, sponsors, advertisers, owners and operators of the premises used to conduct any event and each of them, their officers, directors, agents and employees (collectively, "releases"), and include risks arising from the conditions and use of facilities and related premises. I/We further acknowledge that there may be risks and dangers not known to us or not reasonably foreseeable at this time.

Participant and participant's parent(s)/guardian(s) acknowledge, understand and assume the risks, if any, arising from the conditions and use of facilities and related premises, whether as a participant or a spectator, including without limitation, the risks involved with participating in the Lancaster Pony Baseball organization's activities. Participant and participant's parent(s)/guardian(s) further acknowledge and understand that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform, maintenance, inspections, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said facilities, for negligent selection of certain releases, or negligent supervision or instruction by release.

Participant and participant's parent(s) /guardian(s) acknowledge, understand Lancaster Pony Baseball organization reserves the right to photograph facilities, activities and program participants for potential future use. All photos remain the property of the Organization and may be used for publicity and promotional services.

Consent to Medical Treatment of Minor: I hereby give my consent to have the named applicant treated by a physician or surgeon in case of sudden illness or injury while participating in the Lancaster Pony Baseball event(s). It is understood that the Organization provides no medical insurance for such treatment under its liability insurance coverage. Medical benefits for such treatments/injuries may be provided with proof of medical coverage purchased through the Organization. The location of the activity or the nature of the illness or injury may require the use of emergency medical personnel.

Participant and participant's parent(s)/guardian(s) agree if any claim for personal injury or wrongful death is commenced against releases, he/she shall defend, indemnify and save harmless from any and all claims or causes of action by whomever or wherever made or presented for his/her personal injuries, property damage or wrongful death.

Participant and participant's parent(s)/guardian(s) acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representation of releases, that they are fully advised of the potential dangers and risks and understand these waivers and releases necessary to allow the activities of the Organization to exist in its present form.

- I consent and acknowledge the use of an electronic signature for the release of liability.

Participant Age: _____ Participant Division: _____

Date signed: _____

Participant Name: _____

Participant signature: _____

Parent(s)/Guardian(s) Name: _____

Parent/Guardian Signature: _____