



GENERAL LIABILITY WAIVER

In consideration of being allowed to participate as a player, spectator, or in another role in the SOUTH BOULDER LITTLE LEAGUE athletics/sports program, related events and activities (collectively, the “Activities”), I acknowledge, appreciate, and assume for myself and my participating child/legal ward, if any (collectively, the “Participating Individuals” or “we” and each individually a “Participating Individual”), the following:

1. The risk of injury and/or illness from the Activities is significant, including the potential for permanent injury, disability and death, and while rules, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist.
2. The risk does exist of a Participating Individual having contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to novel coronavirus (“COVID-19”) and any mutation or variation thereof or other medical conditions, diseases, or maladies, and it is impossible to eliminate the risk that a Participating Individual could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease.
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, both foreseeable and unforeseeable, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for the Participating Individuals’ participation in the Activities.
4. I willingly agree to comply, and cause the other Participating Individuals to comply, with the policies and safety measures imposed by the South Boulder Little League and the City of Boulder or other applicable field and facility providers for participation in the Activities. If, however, I observe any unusual significant hazard during the Participating Individuals’ presence or participation, I will remove myself and the other Participating Individuals from participation in the Activities and bring such to the attention of the nearest official immediately.
5. I accept for use as-is the equipment to be used in the Activities.
6. I certify that the Participating Individuals are properly prepared to engage in any Activity we will participate in and that we have recently consulted a physician, if necessary, to establish that it is safe and appropriate to engage in our chosen activities. I certify that the Participating Individuals are in good health and, for at least 14 days prior to participation in any SOUTH BOULDER LITTLE LEAGUE activity, have not been exhibiting symptoms of COVID-19 (which can include fever, cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, and new loss of taste or smell), have not been exposed to anyone known to have COVID-19, and have not been asked or advised to self-isolate or quarantine. I will promptly alert SOUTH BOULDER LITTLE LEAGUE and immediately cease participation by all Participating Individuals in any associated activities if any Participating Individual or any member of a Participating Individual’s household(s) is diagnosed with or presumed to have COVID-19.

7. I understand that Participating Individuals may be required to complete a medical health history prior to participation and that if we are recovering from an injury or illness, we must first discuss a return to physical activity with a physician prior to participating. I authorize Releasees, if present, to provide to me, through medical personnel of their choice, customary medical assistance, transportation, and emergency medical services should I require such assistance, transportation, or services as a result of injury or damage related to my participation in the Activities. This consent does not impose a duty upon Releasees to provide such assistance, transportation, or services.
8. In consideration of the services provided by THE SOUTH BOULDER LITTLE LEAGUE, THE CITY OF BOULDER, or other applicable field and facility providers, their officers, officials, agents, staff, instructors, volunteers, partners, representatives, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of the premises used to conduct the event (the "Releasees"), I, for myself and on behalf of the other Participating Individuals, our heirs, assigns, personal representatives, next of kin, and anyone who obtains any rights from or through us, HEREBY RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES, AND COVENANT NOT TO SUE ANY RELEASEE, WITH RESPECT TO ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, WHETHER ARISING FROM INJURY, ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, REGARDLESS OF THE CAUSE, AND WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
9. This General Liability Waiver shall be governed, construed, and enforced in accordance with the law of Colorado. If any provision (or portion of any provision) of this General Liability Waiver is held to be invalid or unenforceable, that provision shall be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability shall not otherwise affect any other provision of this General Liability Waiver.
- 10. I HAVE READ THIS GENERAL LIABILITY WAIVER, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT ON MY OWN BEHALF AND ON BEHALF OF THE OTHER PARTICIPATING INDIVIDUALS, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

ACKNOWLEDGEMENT BY ADULT PARTICIPANT:

By signing below, I agree to and verify the following: 1) I acknowledge and consent and agree to assume the risks of participation in these programs; 2) I specifically agree to the release as provided herein with respect to all the Releasees, and, for myself, the other Participating Individuals, our heirs, assigns, next of kin, and anyone who obtains rights from or through us, and (3) I release and agree to indemnify the Releasees from any and all liabilities incident to the Participating Individuals' involvement or participation in these programs REGARDLESS OF THE CAUSE, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

ACKNOWLEDGMENT BY PARENTS AND/OR LEGAL GUARDIANS OF YOUTH PARTICIPANTS:

By signing below, I acknowledge and verify the following: 1) I am the parent or legal guardian for the youth participant _____ (name of youth participant), 2) as parent/legal guardian with legal responsibility for this youth participant, I acknowledge and consent and agree to assume the risks of this youth's participation in the SOUTH BOULDER LITTLE LEAGUE; and 3) I specifically agree to this youth participant's release as provided herein with respect to all the Releasees, and, for myself, the Participating Individuals, and our heirs, assigns, next of kin, and anybody who obtains rights from or through us, I release and agree to indemnify the Releasees from any and all liabilities incident to this youth participant's involvement or participation in these programs as provided above REGARDLESS OF THE CAUSE, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

Printed Name
(Parent or Legal Guardian)

Signature

Date