

## RELEASE OF LIABILITY FOR COACH, INSTRUCTOR, TRAINER OR VOLUNTEER

### READ BEFORE SIGNING

IN CONSIDERATION OF my participation in any way in **Costa Mesa Pony Baseball** related events, camps, clinics, practices, games and other activities, the undersigned acknowledges, appreciates, and agrees that:

The risks of injury and illness (ex: communicable diseases such as MRSA, influenza, and **COVID-19**) to myself from the activities involved in these programs are significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; I understand **COVID-19** symptoms may appear 2-14 days after exposure to the virus and may include (But not limited to) fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea (Source: <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>); and,

1. FOR MYSELF, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE CARELESSNESS OF THE RELEASEES or others, and assume full responsibility for my participation; and,
2. I willingly agree to comply with the program's stated and customary terms and conditions for participation. If I observe any unusual significant concern in my readiness for participation and/or in the program itself, I will remove myself from the participation and bring such attention of the nearest official immediately; and,
3. I myself, and my family, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Costa Mesa Pony Baseball and its Partners, Pony Baseball, Inc. the City of Costa Mesa and its Officials, Newport-Mesa Unified School District; its directors, officers, officials, agents, employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property incident to my involvement or participation in these programs, WHETHER ARISING FROM THE CARELESSNESS OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
4. I, for myself, my family, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all the above Releasees from any and all liabilities incident to my involvement or participation in these programs, EVEN IF ARISING FROM THEIR CARELESSNESS, to the fullest extent permitted by law.
5. I hereby acknowledge and understand the risks of the activity and have a responsibility for adhering to the rules and regulations of this agreement. I have also received a copy of Costa Mesa Pony Baseball's "Return to Play Plan" and hereby agree to strictly adhere to and follow the guidelines and instructions as set forth therein.

**I, FOR MYSELF, MY FAMILY, HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. WE HAVE READ AND AGREE TO ABIDE BY "RETURN TO PLAY PLAN" AND PHYSICAL DISTANCE REQUIREMENTS**

Name of Coach, Instructor, Trainer or Volunteer: \_\_\_\_\_

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_