

CITY OF AUBURN, NE
COVID-19: Youth Baseball and Softball Acknowledgment & Agreement
(Please print clearly or type and fill in all blanks and sign below.)

Coach, Official, or Other Participant: _____

Address: _____

Municipality: _____ State: _____ Zip: _____

Telephone #: _____

Your Age _____

If Coach, Official, or Participant is 19 years of age or older, you must sign. If Coach, Official, or Participant is 18 years Old or Younger, Parent or Legal Guardian must sign.

ACKNOWLEDGMENT AND ASSUMPTION OF RISK

The COVID-19 coronavirus has been declared a worldwide pandemic by the World Health Organization, is extremely contagious and is believed to spread mainly from person-to-person contact through respiratory droplets of an infected person. By signing this, you ACKNOWLEDGE AND ASSUME THE RISK AND DANGERS OF ILLNESS, DISEASE, MEDICAL COMPLICATIONS, INJURY OR DEATH, caused by or related to COVID-19, by voluntarily entering the property identified as the City of Auburn, NE, Rec Complex and participating in, being a part of, and/or viewing baseball, softball, games, practices, or related activities, or by authorizing the participation of a minor in or the presence of a minor at baseball, softball, games, practices, or related activities. No one guarantees that you, your child(ren), or others participating will not become or are not already infected with COVID-19. The person signing below voluntarily assumes this risk because s/he chooses or elects to do so on her/his own behalf, as well as, on behalf of her/his child(ren).

COVID-19 RELEASE AND INDEMNITY AGREEMENT AND COVENANT NOT TO SUE

In consideration of the above-listed coach, official, or participant being allowed to participate in baseball and/or softball on municipal property, the Participant or the parent(s) or legal guardian (if Participant is a Minor), on his or her own behalf and on behalf of any Minor Participant, agree as follows:

1. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the City of Auburn, Nemaha County, Nebraska; the Auburn City Recreation Association or their affiliates on whose property baseball and/or softball games, practices, or related activities, are occurring, together with such City, Association, & County, including the Mayor and City Council, County Board, clerk, agents and employees, volunteers, agents, representatives, and all others who participate in such activities (all of whom are collectively referred to herein as "Releasees") from any and all liability to me or my personal representatives, assigns, heirs, parents, legal guardians, siblings, children or dependents on account of injury, illness, disease, quarantine or death from the COVID-19 coronavirus and any complication or related disease

or condition, occurring as a result of entering the property of the City of Auburn, NE, participating in or viewing any baseball and/or softball game(s), practice(s), or related activity(ies), or other use of public facilities on the property of the City of Auburn, NE, whether such injury, sickness, disease, condition, or death is caused by the negligence or other wrongful conduct of one or more of the Releasees or any other participants, spectators or other individuals present at the baseball and/or softball game(s), practice(s), or related activity(ies), or whether liability for such injury, sickness, disease, condition, or death is assigned to one or more of the Releasees as a matter of strict liability or other legal doctrine.

2. The undersigned COVENANTS not to sue any Releasee related to injury, disease, loss, quarantine, or illness related to COVID-19.
3. This Coach, Official, or Other Participant signing herein below affirmatively states that she/he as read in its entirety, the Governor’s Directive Health Measures (DHMs) for “You Sports Reopening Guidelines”, fully understands the requirements of the Directive health Measures (DHMs), agrees to comply with all federal, state and local laws and Directed Health Measures (DHMs) as is required by the City of Auburn, NE, relating to COVID-19, and agrees to practice proper safety and hygiene precautions. I further agree to make myself aware continuously and actively, on my own, of all updates and changes to Directive Health Measures (DHMs) that may become applicable while acting in my capacity herein.
4. This Coach, Official, or Other Participant acknowledges and agrees to direct, guide, and carry out all precautions known to assure that youth players and participants under my guidance and direction are adhering and following Directive Health Measures (DHMs) and social distancing while participating in youth sports under my observation.
5. This Coach, Official, or Other Participant understands that the City of Auburn, NE, or Its Mayor or authorized representative thereof may deny entrance to the property (including any facilities present thereon) and that I may not be allowed to participate or continue to participate in the baseball and/or softball game(s), practice(s), or related activity(ies) at the election of the City or Its Mayor at any time.
6. The undersigned agree(s) that in the event any portion of this document is held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect to the greatest extent possible under applicable law.

I AM THE AGE OF MAJORITY, AM COMPETENT AND HAVE FULL AUTHORITY TO SIGN THIS, I HAVE READ THE ABOVE AND UNDERSTAND ITS TERMS. I SIGN KNOWING ITS EFFECTS.

Signature (If 19 Years Old or Older)

Print Clearly or Type Name

Signature of Parent or Legal Guardian
(If Participant is 18 Years Old or Younger)

Print Clearly or Type Name of Parent