

THE DUGOUT BASEBALL AND SOFTBALL CLUB, LLC D/B/A DUGOUT DAWGS
LIMITED LIABILITY WAIVER, RULES, AND POLICIES

COVID-19 has been declared a worldwide pandemic by the World Health Organization. The Dugout Baseball and Softball Club, LLC d/b/a Dugout Dawgs (“DD”) has established preventative measures and policies to reduce the risk of spread of COVID-19. DD cannot, however, guarantee that you, your child(ren), will not become exposed to and infected with COVID-19.

This Waiver and Release of Liability Relating to Coronavirus/COVID-19 (“Waiver and Release”) is effective for the entire 2021 DD baseball season and encompasses any and all DD events and activities (“DD activities”).

I acknowledge that I have read each paragraph of the Waiver and Release.

I acknowledge that I had the opportunity, before signing the Waiver and Release, to ask questions about, and discuss any of the terms set forth in the Waiver and Release.

I acknowledge and understand the contagious nature of COVID-19, and I voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by participating in DD activities, and that such exposure or infection may result in personal injury, illness, disability, or death.

I acknowledge and understand that I am agreeing to the terms set forth in the Waiver and Release, as consideration for my child(ren) being permitted to participate in DD activities.

By entering the DD facility or participating in DD activities, I affirm that neither myself nor any member of my household currently has or has experienced symptoms of COVID-19 (fever, dry cough, tiredness, shortness of breath/difficult breathing, fatigue, muscle or body aches, headache, loss of taste or smell, sore throat, nausea or vomiting, or diarrhea). I also affirm that I or no member of my household has been diagnosed with COVID-19 during the past 30 days.

I acknowledge and understand that the risk of becoming exposed to or infected by COVID-19 while participating in DD activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, DD employees, volunteers, and all of DD’s program participants and their families. I acknowledge and understand that it is impossible to eliminate the risk that my child(ren), and my family, become exposed to and infected by COVID-19 when participating in DD activities.

I, for myself, my child(ren), my heirs, personal representatives or assigns, voluntarily agree to assume the risk that my child(ren), and my family, may be exposed to, and become infected by, COVID-19, when participating in DD activities, and I agree to accept responsibility for any injury that my child(ren), or my family, may experience in connection with DD activities, including, but not limited to, personal injury, disability, illness, and death. I voluntarily agree to release DD and its officers, directors, agents, volunteers, coaches, and insurers (the “Released Parties”) from and against any and all liability, claims, demands, actions, damages, or causes of action of any kind arising from or related to my child(ren) or I being exposed to or infected by COVID-19 when participating in DD activities.

The Waiver and Release is limited to claims premised on the negligence of the Released Parties; the Waiver and Release does not apply to claims which are based on the intentional conduct, or reckless disregard, of the Released Parties.

In the event of any dispute arising under or related to the Waiver and Release, the laws of the Commonwealth of Massachusetts shall apply.

I UNDERSTAND THAT BY ACKNOWLEDGING THIS WAIVER AND RELEASE, I AM RELEASING CLAIMS WHICH I MAY OTHERWISE HAVE BEEN ABLE TO PURSUE, AND AM GIVING UP SUBSTANTIAL RIGHTS.

Dated this ____ day of _____ 2021.

Name of Child/Ward: _____

Name of Parent/Guardian: _____

Parent/Guardian Signature: _____