



EMERSON LITTLE LEAGUE

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to participate in Emerson Little League athletic program and related events and activities (hereinafter the "Activity or Activities"), I, on behalf of myself, my spouse or other legal guardian, and the minor child/children identified below (the "Participant"), agree to the following:

1. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Center for Disease Control and Prevention ("CDC") and New Jersey Department of Health ("NJDOH") guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, CDC and NJDOH guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.
2. I understand that participation in Activities includes possible exposure to and illness from infectious diseases, including COVID-19, and that such exposure includes the risk of serious illness or death.
3. Notwithstanding risks associated with COVID-19 or other infectious disease, I (a) willingly choose to participate in Activities; (b) knowingly and voluntarily assume all such risks, both known and unknown; and (c) hereby RELEASE AND COVENANT NOT TO SUE Emerson Little League, its owners, officers, directors, agents, employees, participants, volunteers, owners/lessors of premises used to conduct Activities, and assigns (the "Releasees") from any liability related to COVID-19 or other infectious disease, including without limitation, any illness, disability, death, loss or other damage to person or property, whether arising from the negligence of Releasees or otherwise, to the fullest extent permitted by law.
4. I shall INDEMNIFY, DEFEND AND HOLD HARMLESS the Releasees from and against all claims, demands, suits, judgments, damages, losses or expenses (including without limitation, attorney fees and costs), arising from or out of or otherwise relating to, directly or indirectly, the infection of COVID-19 or other disease, illness, or injury.
5. I agree to the following conditions of participation: (a) I will perform a temperature check of the Participant prior to arrival at or participation in any Activity; (b) Participant will not participate in or otherwise attend any Activity if he/she has or displays any symptom(s) of COVID-19 or other infectious disease, including without limitation, fever; and (c) Participant will not participate in or otherwise attend any Activity if any member of Participant's household has been exposed to a person with COVID-19 or other infectious disease within the past 14 days.
6. This Agreement shall be governed by the laws of the State of New Jersey. Any dispute arising from or relating to this Agreement shall be litigated in the Superior Court of New Jersey, Bergen County. I have read this Waiver Of Liability And Hold Harmless Agreement, understand it, and sign it freely and voluntarily with the intention to be bound by its terms. No oral representations, statements, or inducement has been provided to me, except as expressly set forth in this Agreement. If I am signing this Agreement on behalf of a minor, I represent that I have full authority to enter into this Agreement on that minor's behalf and on behalf of any other parent or guardian of said minor, and intend pursuant to such authority to bind said persons to the terms herein. This Agreement is binding upon myself, my heirs and assigns.

Player Name (Printed)

Parent/Guardian Name (Printed)

Parent/Guardian Signature Date
(For All Participants under 18 years of age)