

Wilmington Senior Softball Association Waiver of Liability and Indemnity Agreement (COVID-19)

IN CONSIDERATION of being able to play softball organized by the WSSA, to include the use of fields at Ogden Park and Olsen Park, I, the undersigned, as a member of the WSSA acknowledge and agree as follows:

I acknowledge that numerous novel coronavirus ("COVID-19) infections were confirmed in Brunswick, Columbus, New Hanover and Pender Counties, North Carolina and that the President of the United States and Governor of the State of North Carolina declared states of emergency in response to the COVID-19 pandemic. In accordance with the guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention ("CDC"), and the North Carolina Department of Health and Human Services ("NCDHHS") and other best practices for slowing the transmission of COVID-19, I hereby agree, represent and warrant that my participation shall conform to the following restrictions:

1. I shall observe and limitations imposed by Executive Order of the Governor of the State of North Carolina and any other laws or regulations restricting the use of the fields.
2. I shall not participate or use any of the fields within 14 days after (a) returning from highly impacted areas subject to a CDC travel health notice (<https://www.cdc.gov/coronavirus/2019-ncove/travelers/index.html>), (b) exposure to any person returning from areas subject to a CDC travel health notice, or (c) exposure to any person who has a suspected or confirmed case of COVID-19.
3. I shall not participate or make use of the fields if I experience symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath.
4. I shall fully comply with all restrictions contemporaneously or hereafter posted or published by the WSSA and its agents and designees. These may include, without limitation, restrictions on the number of players who may use the fields at any given time, the wearing of face coverings, the practice of social distancing, and the sanitizing of equipment before and after use. Such restrictions are incorporated by reference herein.
5. I further acknowledge that my participation or use of the fields, may be temporarily suspended if I fail to comply with the above stated restrictions.

I fully understand and appreciate both the known and potential dangers of participating and using the fields; I acknowledge that the use thereof may, despite WSSA's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and death; and I will insure that I understand the same.

IN FUTURE CONSIDERATION of being permitted to participate and use the fields for any purpose, the undersigned agrees as follows:

I, on behalf of myself and my heirs, successors, and assigns (the "Releasing Parties"), hereby forever release, waive, acquit and discharge all claims, whether for personal injury, property damage, or otherwise, that any of the Releasing parties may have or which may arise against WSSA or its officers, directors, members and affiliated entities (the "WSSA Released Parties") as a result of the participation or use of the fields or activity therein. The ambit and scope of this release is intended to extend fully to the undersigned's contraction or exposure to COVID-19. On behalf of the Releasing Parties, I agree to indemnify and save and hold harmless the WSSA Released Parties from any loss, liability, damages, or costs they may incur, and to defend, indemnify, save and hold harmless the WSSA Released Parties from and against any claims by third parties who claim to have sustained personal injury or other damage as a result of the undersigned's contraction of or exposure to COVID-19.

I agree and acknowledge that the use of the fields and participation may involve inherent danger and risk, including, without limitation, the risk of physical illness, contamination, bodily injury, death or property damage. The undersigned hereby assumes full responsibility for such risk of illness, contamination, bodily injury, death, or property damage.

This Waiver of Liability and Indemnity Agreement shall amend, but shall not supersede, any other release or waiver of liability I have executed in favor of the WSSA Released Parties or any of them.

I have read and understand the terms of this Waiver of Liability and Indemnity Agreement and certify that I am member of the WSSA and "Authorized User" of the fields.

Member Signature _____

Print Name _____

Date _____