



Community Services
Department
201 N. Broadway
Escondido, CA 92025

SOFTBALL LEAGUE PLAYER ADD FORM

Team Name: _____ Fee Paid (\$2): _____ Date: _____

League: Coed Monday Coed Tuesday Coed 35+ Wednesday 35+ Thursday Men's Friday

Player Added: _____ Player Dropped: _____

Added Player Address (street, city, zip): _____

Added Player DOB (month/day/year): _____ Approved By: _____

WAIVER AND RELEASE OF LIABILITY AGREEMENT

This Waiver and Release of Liability Agreement (this "RELEASE") is entered into regarding the Undersigned's use of property and equipment owned by or under the control of the City of Escondido, a California municipal corporation ("City"). Now, therefore, the Undersigned agrees as follows:

COVID-19 Notice and Acknowledgement. The coronavirus disease of 2019 ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. In accordance with San Diego County health orders, as well as Cal/OSHA guidelines, the City has put in place preventative measures to reduce the spread of COVID-19; however, the City cannot guarantee that the Undersigned will not become infected with COVID-19. Further, use of property and equipment owned by or under the control of the City could increase the Undersigned's risk of contracting COVID-19. By signing this RELEASE, the Undersigned warrants and agrees that the Undersigned will not use and property or equipment owned by or under the control of the City if (i) within the preceding 14 days, the Undersigned exhibited any COVID-19 symptoms based on Centers for Disease Control and Prevention ("CDC") guidelines (available at: <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>); or (ii) within the preceding 10 days, the Undersigned had "close contact" with a person infected with COVID-19, as further described in California Department of Public Health ("CDPH") COVID-19 Quarantine Guidance issued on December 14, 2020, as may be amended (available at: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/COVID-19-Quarantine.aspx>). The Undersigned further understands and agrees that if the Undersigned has displayed COVID-19 symptoms or has come in "close contact" with a person infected with COVID-19 as described above, the Undersigned shall be strictly prohibited from entering City-owned property and using equipment owned by or under the control of the City until either (i) the City receives sufficient documentation evidencing that the Undersigned has tested negative for COVID-19 and have been cleared to enter City-owned property and use equipment owned by or under the control of the City by a qualified medical professional, or (ii) at least 14 days have passed since the onset of COVID-19 symptoms. Face coverings, as described in CDPH Face Covering Guidance issued on December 13, 2021, as may be amended (available at: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx>), shall be worn at all times while at City-owned property and using equipment owned by or under the control of the City. As a condition of entry and use, the Undersigned warrants and agrees that the Undersigned will refrain from unnecessary physical contact with others while on City property.

Assumption of Risk. The Undersigned is fully aware of the risks and hazards connected with the use of property and equipment owned by or under the control of the City, including but not limited to exposure to, or infection by, COVID-19, and the Undersigned hereby elects to voluntarily use property and equipment owned by or under the control of the City, knowing that such use may be hazardous to the Undersigned, including personal property of the Undersigned. The Undersigned voluntarily assumes full responsibility for any risk of loss, damage to personal property, or personal injury, including death and exposure to, or infection by, COVID-19, that may be sustained as a result of the Undersigned's use of property and equipment owned by or under the control of the City. All provisions within this section shall survive termination of this RELEASE.

Waiver and Release of Liability. The Undersigned hereby releases, waives, discharges, and covenants not to sue or otherwise bring any demands, actions, causes of action, or proceedings of any kind including, but not limited to legal or administrative proceedings, suits, fines, penalties, judgments, orders, liens, levies, or claims seeking costs, expenses, liabilities, losses, damages, or other compensation, in law or equity (collectively, "Claims") against the City, its boards, commissions, departments, officials, officers, agents, employees, and volunteers (collectively, "Released Parties") from any and all liability to the Undersigned (including the Undersigned's children, personal representatives, assigns, heirs, and next of kin), for any Claims arising from any injury or contraction of illness, including COVID-19, whether or not caused by any negligent act or omission of the Released Parties, as a result of or in connection with the Undersigned's use of property and equipment owned by or under the control of the City. All provisions within this section shall survive termination of this RELEASE.

Emergency Treatment. In the event of sudden illness, accident, or injury that may occur while on City property, the Undersigned hereby gives consent for emergency treatment as may be necessary under the circumstances by any physician licensed under the laws of the State of California.

Counterparts. This RELEASE may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. The RELEASE on file with the City is the copy of the RELEASE that shall take precedence if any differences exist between or among copies or counterparts of the RELEASE.

Term. The term of this RELEASE shall be for one year, commencing on the date set forth next to the Undersigned's signature.

Severability. This RELEASE shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this RELEASE shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this RELEASE.

I HAVE READ AND UNDERSTAND THE FOREGOING and am aware of the legal consequences of this RELEASE, including that it prevents me from suing the City, its boards, commissions, departments, officials, officers, agents, employees, and volunteers if I or my child are injured or damaged for any reason as a result of my use of any property or equipment owned by or under the control of the City of Escondido. I further acknowledge that I have not relied on any oral representations, statements, or inducements in signing this RELEASE

Player's Signature: _____ Date: _____

Manager's Signature: _____ Date: _____