**Tarpon Springs Little League**

 **WAIVER, RELEASE, AND HOLD HARMLESS AGREEMENT**

I\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as the undersigned parent/legal guardian (the “undersigned”) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a minor (the “child”), hereby consent to my child’s participation in the children programs provided by Tarpon Springs Little League, including but not limited to the child’s participation in recreational activities and use of the City of Tarpon Spring’s recreational facilities where Tarpon Spring Little League operates. The undersigned acknowledges that on or about March 11, 2020, the Novel Coronavirus Disease 2019 (“COVID-19”) was declared a pandemic by the World Health Organization and that the Centers for Disease Control and Prevention (“CDC”) have stated that the “best way to prevent illness is to avoid being exposed to this virus.” (<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>). The undersigned further acknowledges that Florida’s Department of Health has issued a Public Health Emergency as a result of COVID-19. The President of the United States has declared a major disaster exists in the State of Florida due to COVID-19, Governor DeSantis declared of a state of emergency exists in Florida as a result of COVID-19, and both Pinellas County Board of County Commissioners and the City of Tarpon Springs City Commission have declared a state of local emergency exists as a result of COVID-19. The undersigned acknowledges there are known cases of COVID-19 throughout Pinellas County and in the City of Tarpon Springs, FL.

The undersigned is aware of the highly contagious nature of COVID-19 and voluntarily chooses to allow the child to participate in Tarpon Springs Little League considering the ongoing COVID-19 pandemic.

The undersigned acknowledges that Tarpon Springs Little League Volunteers encounter multiple individuals every day and may become exposed to COVID-19. Tarpon Springs Little League Volunteers will take precautions to reduce the likelihood of transmission of COVID-19 by its volunteers, the undersigned acknowledges that Tarpon Springs Little League does not guarantee that the child will not be exposed to or infected with COVID-19. Volunteer is defined as Board Members, All Managers, Coaches, Umpires and any one volunteering at Tarpon Springs Little League.

The undersigned acknowledges and agrees that by allowing the child to participate at Tarpon Springs Little League, the undersigned is exposing the child and the undersigned to the risk of becoming exposed to or infected with COVID-19, which may result in personal injury, illness, permanent disability, and death. The undersigned understands that the risk of becoming exposed to or infected by COVID-19 may result from actions, negligence, and failure to act of the undersigned or others, including but not limited to Tarpon Springs Little League and the City, and other participants and parents. The undersigned assumes all risks and hazards and accepts personal responsibility for the undersigned and child for any injury, illness, damage, loss, claim, liability or expense, of any kind or nature, that the undersigned or child may suffer arising out of or in connection with the undersigned or child’s exposure to or infection by COVID-19 and the child’s participation at Tarpon Springs Little and or League that Tarpon Springs Little League would interleague or play in.

On my own behalf and on behalf of the child, I hereby waive, release, absolve, commit not to sue and forever discharge Tarpon Springs Little League and the City of Tarpon Springs, its Commissioners, Mayor, Officials, Officers, Directors, Agents, Servants, Employees, Volunteers, Representatives, Attorneys, and/or any other person, firm or corporation charged or chargeable with responsibility for Tarpon Springs Little League, from any and all liabilities, claims, demands, damages, expenses including but not limited to reasonable attorneys’ fees and costs, actions, loss or injury of any kind whatsoever, including personal injury, illness, bodily injury, death and/or property damage (“Claims”), arising out of or in any way connected with the child’s participation in Tarpon Springs Little League, the child’s exposure to or infection by COVID-19, and my exposure to or infection by COVID-19. I understand that this release includes any Claims based on the negligence, action, or inaction of any of Tarpon Springs Little League, its Board Members, Volunteers, Umpires, Representatives, Attorneys, and/or any other person, firm or corporation charged or chargeable with responsibility for Tarpon Springs Little League, and covers bodily injury (including death) due to COVID-19, whether a COVID-19 infection occurs before, during or after participation in Tarpon Springs Little League. Nothing contained herein shall be construed to be a waiver of any immunity or limitation of liability, Tarpon Springs Little League and the City may be entitled to under the doctrine of sovereign immunity or section 768.28, Florida Statutes.

To help prevent the spread of COVID-19, the undersigned agrees to complete Tarpon Springs Little League’s COVID-19 Screening Checklist on each day of the child’s participation at Tarpon Springs Little League, prior to the child entering the City’s facilities/ Fields at Tarpon Springs Little League. The undersigned agrees to not bring the child to Tarpon Springs Little League or to any City’s facilities/ Fields if the child or anyone in the child’s household has been diagnosed with COVID-19, exposed to someone who has been diagnosed with COVID-19, or shows any symptoms of COVID-19. The undersigned agrees to comply with all current CDC and City rules and guidelines for dealing with the COVID-19 pandemic at all times, including but not limited to while at home and at Tarpon Springs Little League. Tarpon Springs Little League reserves the right to take the child’s temperature at any time during participation at Tarpon Springs Little League and the undersigned consents to Tarpon Springs Little League taking their child’s temperature at any time participating at Tarpon Springs Little League. Tarpon Springs Little League reserves the right to send any child home if Tarpon Springs Little League has any reason to believe the Child may have been exposed to the disease, have the disease or its symptoms, or the child does not comply with the CDC and City rules and guidelines for dealing with the pandemic. The undersigned agrees to notify Tarpon Springs Little League immediately if the child or any member of the child’s household is diagnosed with COVID-19 or is exposed to someone who has been diagnosed with COVID-19.

**NOTICE TO THE MINOR CHILD’S
NATURAL GUARDIAN**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF TARPON SPRINGS LITTLE LEAGUE, THE CITY OF TARPON SPRINGS, FLORIDA, USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD’S RIGHT AND YOUR RIGHT TO RECOVER FROM THE CITY OF TARPON SPRINGS, FLORIDA, IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, TARPON SPRINGS LITTLE LEAGUE, THE CITY OF TARPON SPRINGS, AND FLORIDA, HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I verify that all the information on this form is accurate and that I have read, understand, and agree to the terms and conditions herein, as well as all rules and regulations governing Tarpon Springs Little League.

**This waiver, release, and hold harmless is effective as of the date signed and returned to the Tarpon Springs Little League and shall continue through the duration of the child’s participation at Tarpon Springs Little League, except as otherwise noted herein. The undersigned represents and warrants that he/she is authorized to sign this waiver, release, and hold harmless on behalf of the child.**

x\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ x\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Parent/Guardian’s signature) (Date)

**PLEASE NOTE**: noncustodial guardians i.e.: grandparents, aunts/uncles must have Power of Attorney in order to sign any program document (registration form, permission slips, medical release form). A copy of the document is required at the time of registration.