

GARDEN CITY ATHLETIC ASSOCIATION

2023 ACKNOWLEDGMENT, WAIVER, RELEASE, AND ASSUMPTION OF LIABILITY

COVID-19 has been declared a worldwide pandemic by the World Health Organization. Pursuant to the guidelines provided by the Center for Disease Control, Little League International and the New York State Department of Health, in accordance with the Executive Order of the Governor of the State of New York, Garden City Athletic Association (“GCAA”) has established measures and policies to reduce the risk of transmission, exposure and spread of COVID-19. However, GCAA cannot guarantee that participants, spectators, coaches and volunteers of the GCAA will not transmit or become exposed to and infected with COVID-19, while engaging in team or individual sports and related events and activities.

In consideration of being allowed to participate in any way in the 2023 GCAA Challenger season, and all its related events and activities, the undersigned acknowledges and agrees to the following:

1. This Acknowledgment, Waiver, Release and Assumption of Liability Relating to COVID19 (“Waiver and Release”) is effective for the entire 2023 GCAA season.
2. The undersigned is the parent or legal guardian of the participant named below, with sole responsibility for him or her.
3. The undersigned has received a copy of the GCAA’s Safety Precautions and Guidelines, agrees to comply with same and will be responsible for assuring compliance by the participant and any spectators attending GCAA activities with the undersigned or participant. The undersigned acknowledges and understands that the risk of spreading and contracting injury and/or illness from activities involved in GCAA programs may be reduced by compliance with the foregoing safety precautions and guidelines, but compliance cannot prevent said risks in their entirety. The undersigned further acknowledges that this is a fluid situation, wherein guidance from federal, state and local agencies changes frequently. Although the GCAA will attempt to maintain current protocols, it is the undersigned’s responsibility to be aware of, and maintain compliance with, the foregoing safety precautions and guidelines, as well as all federal, state and local guidance.
4. The undersigned acknowledges and understands the contagious nature of COVID-19, and voluntarily assumes the risk that the participant, and any spectators attending GCAA activities with the undersigned or participant, may be exposed to or infected by COVID-19 by participating in or attending GCAA activities, and that such exposure or infection may result in personal injury, illness, disability, or death.
5. The undersigned acknowledges and agrees that compliance with the above guidelines by the undersigned, the participant and any spectators attending GCAA activities with the undersigned or participant is the sole obligation of the undersigned and the undersigned shall maintain sole responsibility for any claims that the undersigned, the participant or any spectators attending GCAA events with the undersigned or participant, facilitated the spread of COVID-19.
6. The undersigned acknowledges that participation in team sports and related events and activities

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involves the risk of direct or indirect contact by the participant and spectators with individuals who have been exposed to and/or diagnosed with one or more communicable diseases, including but not limited to COVID-19.

7. The undersigned HEREBY RELEASES, DEFENDS, INDEMNIFIES AND HOLDS HARMLESS GCAA, its officers, directors, agents, Board Members, volunteers, coaches, insurers, sponsoring agencies, sponsors, advertisers, and if applicable, owners of the premises used to conduct GCAA events (collectively, the “Released Parties”) from and against any and all liability, claims, costs, expense, demands, actions, damages, or causes of action of any kind arising from or related to the undersigned, participant, and any spectators attending GCAA activities with the undersigned or participant being exposed to, infected by, or facilitating the spread of, COVID-19 as a result of participating in GCAA activities, whether caused by the negligence of Released Parties or otherwise.
8. The undersigned acknowledges that he/she has had the opportunity, prior to executing this Acknowledgment, Waiver, Release and Assumption of Liability, to review same and consult with independent counsel and has either done so or has chosen not to.
9. The undersigned agrees that in the event of any dispute arising under or related to this Acknowledgment, Waiver, Release and Assumption of Liability, the laws of the State of New York shall apply.
10. This agreement shall be binding upon the undersigned and his or her heirs, personal representatives, successors and assigns.

Youth Participant

Name of Parent/Guardian of Participant

Signature of Parent/Guardian of Participant

Date

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