

KERRISDALE LITTLE LEAGUE BASEBALL ASSOCIATION



**PLEASE FILL OUT AND SIGN THE
FOLLOWING THREE (3)
MANDATORY DOCUMENTS FOR
ADULT VOLUNTEERS, COACHES
AND MANAGERS, AS PART OF
OUR RETURN TO PLAY GUIDELINES**



APPENDIX A PARTICIPATION AGREEMENT

This Participation Agreement (this Agreement) is required to be signed and returned to Kerrisdale Little League Baseball Association (“KLL”) by all parents and/or guardians (on behalf of players), coaches, members, volunteers, and other participants while in attendance at KLL activities (collectively, “Participants”). Separate Participation Agreements are to be signed by each Participant (e.g. players and coaches or other volunteers must sign separate Participation Agreements, even if members of the same household).

The undersigned named Participant hereby agrees to abide by the following points when entering KLL facilities, KLL-licensed fields or other designated areas, and/or participating in KLL activities under the KLL Return to Play (RTP) Guidelines:

- I agree to stay home if I, or anyone in my household, is feeling sick or experiencing any symptoms of COVID-19.
- I agree to stay home if I, or anyone in my household, has travelled outside of Canada (including the United States) within the last 14 days.
- I agree to stay home if I, or anyone in my household, has received a positive diagnosis of COVID-19 and have not yet been cleared by a medical professional.
- I agree to stay home if I, or anyone in my household, has been in close contact with any person with confirmed COVID-19 within the last 14 days.
- I agree to regular symptom screening checks and will let my team and KLL know if I experience any of the symptoms of COVID-19.
- I agree to abide by all KLL COVID-19 related policies and guidelines.
- I understand that if I do not abide by the KLL COVID-19 policies and guidelines, that I may be asked to leave all KLL activities for up to 14 days to help protect myself and others around me.
- I acknowledge that continued abuse of the policies and guidelines may result in suspension of my KLL membership temporarily.
- I understand and agree that participation in KLL activities while KLL’s COVID-19 policies and guidelines are in effect requires the active cooperation, assistance and volunteer efforts of all participants, including myself.
- I acknowledge that there are risks associated with entering KLL facilities and/or participating in KLL activities, and that the measures taken by KLL and its volunteers, including those set out above and under the KLL RTP Guidelines will not entirely eliminate those risks.



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The Participant acknowledges and consents to KLL collecting personal information about the Participant. This information includes, but may not be limited to, information provided by the Participant in the KLL Medical Form and the attendance of the Participant at KLL activities. The Participant further authorizes and consents to the use and disclosure by KLL of the Participant's personal information for the purpose of ensuring compliance with KLL's COVID-19 policies and guidelines, and all applicable orders from health authorities, and, if necessary, to provide emergency medical attention and for disclosure to public health authorities for purposes of contact tracing.

Dated: _____

Name of Participant

Signature



APPENDIX B

**DECLARATION OF COMPLIANCE – COVID-19
WARNING!**

ALL INDIVIDUALS ENTERING THE FACILITY MUST COMPLY WITH THIS DECLARATION

The B. C. Amateur Baseball Association o/a Baseball BC and its affiliated member Leagues (including Kerrisdale Little League), Clubs, and Associations (the “Organization”) require the disclosure of exposure or illness in order to safeguard the health and safety of all participants and limit the further outbreak of COVID-19. This Declaration of Compliance will be kept safely, and personal information will not be disclosed unless as required by law or with your consent.

An individual (or the individual’s parent/guardian, if the individual is younger than 19 years old) who is unable to agree to the terms outlined in this document is not permitted to enter the Organization’s facilities, designated fields or other areas, or participate in the Organization’s activities, programs, or services.

I, being the individual named below, and the individual’s parent/guardian (if the individual is younger than 19 years old), (the “Individual”) hereby acknowledge and agree to the terms outlined in this document:

1. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19 and requires all individuals (or their parent/guardian, when applicable) to adhere to the compliance standards described in this document.
2. The Individual has not been diagnosed with COVID-19. OR If the Individual was diagnosed with COVID-19, the Individual was cleared as noncontagious by provincial or local public health authorities.
3. The Individual has not been exposed to a person with a confirmed or suspected case of COVID-19. OR If the Individual was exposed to a person with a confirmed or suspected case of COVID-19, the date of exposure was more than 14 days prior to the date this Declaration of Compliance was signed.
4. The Individual is attending or participating voluntarily and understands the risks associated with COVID-19. The Individual (or the Individual’s parent/guardian, on behalf of the Individual (when applicable) agrees to assume those risks, including but not limited to exposure and being infected.
5. The Individual has not, nor has anyone in the Individual’s household, experienced any signs or symptoms of COVID-19 in the last 14 days (including fever, new or worsening cough, fatigue, chills and body aches, respiratory illness, difficulty breathing, nausea, vomiting or diarrhea, pink eye, or loss of taste or smell).
6. If the Individual experiences, or if anyone in the Individual’s household experiences, any signs or symptoms of COVID-19 after submitting this Declaration of Compliance, the Individual will immediately isolate, notify The Organization, and not attend any of the Organization’s facilities, activities, programs or services until at least 14 days have passed since those symptoms were last experienced.
7. The Individual has not, nor has any member of the Individual’s household, travelled to or had a lay-over in any country outside Canada in the past 14 days. If the Individual travels, or if anyone in the Individual’s household travels, after submitting this Declaration of Compliance, the Individual will not attend any of the Organization’s facilities, activities, programs or services until at least 14 days have passed since the date of return.



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8. The Individual undertakes to ensure compliance with all of the terms in this Declaration on an ongoing basis. If the individual is unable to agree to the terms of this Declaration after signing, the individual will notify the Organization immediately.
9. The Individual is complying with all applicable laws and public health guidance, including but not limited to practicing physical distancing, maintaining separation of six feet from others, adhering to recognized hygiene best practices, and otherwise limiting exposure to COVID-19.
10. The Individual will follow the safety, physical distancing, and hygiene protocols of the Organization.
11. This Declaration of Compliance will remain in effect until the Organization, per the direction of the provincial government and provincial and local public health authorities, determines that the acknowledgements in this Declaration of Compliance are no longer required.
12. The Organization may remove the Individual from the facility, designated fields or areas, or from participation in the activities, programs or services of the Organization at any time and for any reason if the Organization believes, in its sole discretion, that the Individual is no longer in compliance with any of the standards or terms described in this document.

Dated: _____.

Name of Participant

Signature



APPENDIX C

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

(To be signed by Participants of the age of majority and over)

WARNING! By signing this document, you will waive certain rights, risks, and responsibilities. Please read carefully.

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a Participant in activities, programs, classes, services provided and events sponsored or organized by The B. C. Amateur Baseball Association o/a Baseball BC and its affiliated member Leagues (including Kerrisdale Little League), Clubs, and Associations (the "Organization"), including but not limited to: games, tournaments, practices, training, personal training, instructional sessions or lessons, conditioning programs, dry land training, use of strength training and fitness conditioning equipment, machines and facilities, nutritional and dietary programs, orientational or instructional sessions or lessons, aerobic and anaerobic conditioning programs (collectively the "Activities"), the undersigned acknowledges and agrees to the following terms outlined in this agreement.

Disclaimer

2. The Organization, their respective directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, spectators, independent contractors, subcontractors, sponsors, successors and assigns, and representatives are not responsible for any injury, property damage, expense, loss of income, damage or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

Initial: _____ I have read and agree to be bound by paragraphs 1-2.

Description of Risks

3. I understand and acknowledge that
 - The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life;
 - The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of my fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction; and
 - The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that the Participant will not become infected with COVID-19. Further, attending the Activities could increase my risk of contracting COVID-19.
4. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities which could result in damage, loss, serious physical injury, or death. The risks, dangers and hazards include, but are not limited to, injuries from:



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- Health: executing strenuous and demanding physical techniques, physical exertion, overexertion, stretching, dehydration, fatigue, cardiovascular workouts, rapid movements and stops, lack of fitness or conditioning, traumatic injury, bacterial infections, rashes, and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof.
- Premises: defective, dangerous, or unsafe condition of the facilities; falls; collisions with objects, walls, equipment, or persons; dangerous, unsafe, or irregular conditions on turf/grass or other surfaces, extreme weather conditions; travel to and from premises.
- Use of Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment properly and/or within my own ability.
- Contact: contact with any and all sporting equipment, baseballs, bats, benches, stands, poles, fences or other persons, whether intentional or unintentional, is a common part of baseball programs, and may lead to serious bodily injury, including but not limited to concussions and/or other brain injury, including but not limited to closed head injury or blunt head trauma or serious spinal injury which may render the participant permanently paralyzed.
- Serious injury to virtually any and / or all bones, joints, ligaments, muscles, tendons, and other aspects of the participants body or to the participants general health and wellbeing.
- Abrasions, sprains, strains, fractures, or dislocations.
- Grass, turf, and other surfaces including bacterial infections and rashes
- Advice: negligent advice regarding baseball programs
- Ability: Failing to act safely within my own capability and/or within designated areas
- Sport: the use of field/turf and its inherent risks.
- Conduct: My conduct and the conduct of other persons including any physical altercation between field participants and/or spectators
- Travel: Travel to and from the Activities
- Negligence: My negligence and negligence of other persons, including NEGLIGENCE ON the PART OF THE ORGANIZATION, may increase the risk of damage, loss, personal injury or death. I understand that the Organization may fail to safeguard or protect me from the risks, dangers, and hazards of ice and/or turf/field programs, some of which are referred to above.

Terms

5. In consideration of the Organization allowing me to participate in the Activities, I agree: That my mental and physical condition is appropriate to participate in the Activities and I assume all risks related to my mental or physical condition.
- That when I play, practice or train I am responsible for my surroundings
 - To comply with the rules and regulations for participation in the Activities.
 - To comply with the rules of the facility, field or equipment.
 - To comply at all times with all applicable Government Orders, Statutes, Acts, Regulations and Guidelines, including but not limited to those pertaining to COVID-19.
 - That if I observe an unusual significant hazard or risk, I will remove myself from participation and bring such to the attention of the Organization representative immediately.
 - The risks associated with the Activities are increased when I am impaired, and I agree not to participate if impaired in any way. • That it is my sole responsibility to assess whether any Activities are too difficult for me. By commencing an Activity, I acknowledge and accept the suitability and conditions of



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the Activity.

- That I am responsible for my choice of protective equipment and the secure fitting of that equipment.
- That COVID-19 is contagious in nature and I may be exposed to or infected by COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death and voluntarily agree to assume all the foregoing risks.

Initial: _____ I have read and agree to be bound by paragraphs 3-5.

Release of Liability and Disclaimer

6. In consideration of the Organization allowing me to participate in the Activities, use its equipment and facilities, I agree:

- That the sole responsibility for my safety remains with me;
- To ASSUME all risks arising out of, associated with or related to my participation;
- That I am not relying on any oral or written statements made by the Organization or its agents, whether in a brochure or advertisement or in individual conversations, to agree to be involved in the Activities;
- To WAIVE any and all claims that I may have now or in the future against the Organization;
- To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the activities, events and programs of the Organization;
- To FOREVER RELEASE AND INDEMNIFY the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I have or may have in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of warranty, breach of contract and/or breach of any statutory duty of care of the Organization;
- TO HOLD HARMLESS AND INDEMNIFY the Organization from any and all liability for any damage, loss, expense or injury to any third party resulting from my participation in the Activities.
- To FOREVER RELEASE AND INDEMNIFY the Organization relating to becoming exposed to or infected by COVID-19 which may result from the actions, omission or negligence of myself and others, including but not limited to the Organization;
- That the Organization is not responsible or liable for any damage to my vehicle, property, or equipment that may occur as a result of the Activities;
- That negligence includes failure on the part of the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Activities; and
- This release, waiver and indemnity is intended to be as inclusive as is permitted by law of the Province of British Columbia and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Jurisdiction

7. Notwithstanding the above, I agree that in the event that I file a claim against the Organization, I agree to do so solely in the province of British Columbia, Canada and further agree that the substantive law of British Columbia will apply in the event of conflict of law rules. I further agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

Initial: _____ I have read and agree to be bound by paragraphs 6-7.



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Acknowledgement

8. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. I further acknowledge by signing this agreement I have waived my right to commence or maintain any action against the Organization on the basis of any claims from which I have released herein.

Signature of Participant

Date