

Back to the Ballpark Recommendations

Index

- Introduction 3
- Tournament Hosts 5
- Teams/Spectators 9
- Umpires/Rules/Mechanics 12
- Release Waiver 15
- Insurance Q&A 19

DISCLAIMER: Participants, parents, family, and spectators engaging in softball and activities related to softball do so with knowledge of the risk and potential exposure involved and agree to accept any and all inherent risks to their personal health.

NOTE TO ALL PARTICIPANTS: USA Softball does not dictate when local state and metro associations can start playing softball during the COVID-19 pandemic. Starting play will be determined by local associations working with their local governmental agencies. Teams coming from other areas should respect and follow their local governmental agency restrictions (where they reside) before signing up for tournaments.

Introduction

In these unprecedented times, USA Softball strives to protect the integrity of the game while also providing a safe environment for all involved. We will continue our mission to develop, administer and promote the sport of softball to provide opportunities for participation and the best possible experience for those involved.

The current coronavirus (also known as “COVID-19”) pandemic has changed how industries across the United States and the world are conducting business. It has cast uncertainty and apprehension into even the most routine commercial interactions. Despite these circumstances, many industries continue to provide their customers with services necessary for continued economic stability and public safety. On one hand, continuing operations means businesses are supplying integral services and helping prop up the American economy during a time of economic downturn. On the other hand, these businesses are operating in uncharted territory, which carries costs and risks of its own.

In the ever-changing landscape of this pandemic, businesses continuing operations should be proactive in trying to limit these risks. They should monitor and comply with government rules and guidelines. Also, participants must recognize and acknowledge that, while participating in a sport, there are inherent risks to certain activities and, in many situations, social distancing of 6 feet per person among fellow participants or others is not always possible. As a sound recognition of these facts, businesses — particularly those in the services industries whose very nature requires physical interaction among persons — should also consider taking steps to protect against possible future liability for coronavirus exposure claims (*i.e.*, claims that a person contracted coronavirus while on their premises or while participating in a particular activity). Even in uncertain times like these, sound risk management principles can provide guidance to businesses and industries committed to continuing operations.

In addition to taking reasonable protective measures to limit risks, a liability waiver is another simple, familiar, and cost-effective step that businesses can take to protect against potential liability for exposure claims. Most individuals are familiar with liability waivers, and you probably signed one prior to opening a gym membership or going skiing, sending your kids on a school fieldtrip, or after calling the plumber to fix a broken pipe at home. A waiver is simply a voluntary relinquishment or abandonment of a legal right. *Waiver*, Black’s Law Dictionary (11th ed. 2019). A liability waiver — sometimes also called an exculpatory agreement — is a written contract between two or more parties in which one party (generally the customer) acknowledges the risks of participating in an activity or of accepting the services of another party (generally the provider). Most importantly, the customer also agrees to prospectively waive the right to sue the provider for injuries or damages arising out of the activity or services. The

waiver may be as simple as a clause in a services contract or a separate form of its own, and the parties will typically execute it prior to or immediately following performance of the subject services.

Even though liability waivers are routine and well-known, it is unclear whether a COVID-19 waiver relieving a service provider of liability for exposure claims would be enforceable. This is due, in part, to the practical reality that no court in the country has yet analyzed such waiver in this context. But basic legal principles should guide any such analysis, and those seeking to execute liability waivers should consider the following general principles.

The items listed in this document are suggestions of recommended practices for restarting USA Softball events. State/Metro associations, Recreational Leagues, Tournament Hosts, Staff, Athletes, Coaches, Parents, and Spectators should continue to follow CDC, Federal, State and Local governmental guidelines.

Feel free to make your guidelines more stringent if you deem necessary.

Remember that information and recommendations during the pandemic are very fluid and are subject to change.

DISCLAIMER: Participants, parents, family, and spectators engaging in softball and activities related to softball do so with knowledge of the risk and potential exposure involved and agree to accept any and all inherent risks to their personal health.

Tournament Host Recommendations

- **Event Hosts/Tournament Directors/Event Staff**
  - Tournament Directors should follow the lead of their local USA Softball Association and guidelines set in place by the CDC, Federal, State and local government.
  - Tournament Directors should be aware of the local restrictions of other states, counties, or associations before allowing teams from other associations/areas in the tournament.
    - There may be restrictions that cause problems for other participants.
  - Predetermine appropriate emergency contacts should anything arise during your event.
  - All communication leading up to tournament should include information on COVID-19, preventive measures and any/all procedures that the host has established for requirements for participants and spectators.
    - Information on COVID-19 status in their area, local information (website where they can find the latest updates for their area), physical distancing measures, mask requirements, limits on spectators and what the plan of action will be for suspected cases.
    - Also, basic information such as if you are not feeling well, stay home, etc…
    - Participants should be instructed that if they are exhibiting symptoms of possible exposure to COVID-19, such as fever, that they should not come to events or participate in the events until such time as the participant has been tested and/or cleared.
  - Easy access to handwashing stations, hand sanitizers for all participants and spectators.
  - First aid at event
    - Already should have trainer but might want to consider a COVID-19 specific medical personnel there to help in event of suspected cases.
  - Might consider having spectators bring their own chairs and not use bleachers. Also designating areas that spectators might be prohibited from being in to avoid large numbers in any given space.
  - Develop a procedure for how to handle any possible cases. This includes a designated area for those who show symptoms and all those they came into contact with to be isolated until ambulance called.
  - Event staff should be recommended to wear mask and gloves when they are in contact with spectators, participants, or coaches.
  - Recommended to have gloves and hand sanitizer on hand and available.

- **Concessions**
    - Markers will be placed on the ground to ensure 6 feet social distancing between customers.
    - All concessionaire workers recommended to wear masks and gloves and be sure to utilize correctly to ensure there is no cross contamination.
    - Concessionaire workers should be instructed that if they are exhibiting symptoms of possible exposure to COVID-19, such as fever, that they should not come to events or work until such time as the participant has been tested and/or cleared.

Complex Recommendations

- **Water Fountains**
    - Drinking fountains will be inoperable.
- **Bathrooms**
    - Recommend speaking to public health officials on local guidelines/recommendations for bathroom cleaning.
    - Disinfecting wipe containers are installed for personal cleaning.
- **Complex Cleaning**
    - Staff will sanitize bleachers at the end of every day.
    - Staff will sanitize dugouts in between games.
    - Staff will sanitize all high traffic areas on a regular basis throughout the day.
    - If available, PA announcements will be made during each game with COVID-19 recommendations.
    - Complex/COVID-19 recommendations and rules should be posted throughout the complex.
    - Workers and others should be instructed that if they are exhibiting symptoms of possible exposure to COVID-19, such as fever, that they should not come to events or work until such time as the participant has been tested and/or cleared.

Coaches Meeting Recommendations

- Coaches meeting will be done via Google, Zoom or another form of webinar meeting platform.

Team Check-in Recommendations (if required)

- Teams should be designated with a time and location to show up for check-in.
- Encouraged to follow 6 feet social distancing guidelines.

Bat Testing Recommendations (if required)

- **Bat Testing Area**
  - Should be big enough to allow at least two bat testers to be set up. They should be able to be set up at least 10 – 12 feet apart.
  - Needs to be in an enclosed area so players and/or parents cannot encroach and violate 6 feet social distancing.
  - One umpire and one person conducting bat testing allowed at each station.
  - All bats from a team should be brought into the testing area by one coach from the team.
  - Hand sanitizer, where available, should be available in the bat testing area.
- **Bat Testing Personnel**
  - Umpires reviewing the bat for Rule 3 Section 1 should wear protective gloves, possibly latex, when handling the team's bats.
  - Personnel testing the bat should also wear gloves for protection.
  - Both the umpire reviewing bats and the person testing bats should remove their pair of gloves after each teams' bats are tested. They then should put on a new pair of gloves prior to conducting another team's bat test.
  - Once a clean pair of gloves has been put on, clean the areas touched during testing with disinfectant (wipes or spray onto a disposable towel) between teams. At a minimum, the lever, outer surface of the gauge and the hole the bat fits in should be cleaned.
  - All personnel participating in the bat testing area should be reminded not to touch their face while testing bats.

  NOTE: Check with all personnel assigned to test bats if they are allergic to latex before assigning persons.

- **Bat Testing Procedures**
  - When possible, teams should have an appointment for testing bats. Preferable that bats should be tested the day before play begins, however if they cannot and are tested the day play begins, they
    - Must be tested prior to the team's first game.
    - Must be tested in an area where 6 feet social distancing can be maintained.
  - All bats should be wiped down with a disinfecting wipe and/or liquid before reviewing the bat for Rule 3, Section 1. This can be done by the umpire checking bats and/or the coach from the team that owns the bats.
  - The bat should be handed to the person performing the compression test to be tested.
  - Once complete and a bat passes, then a hologram should be adhered to the bat. A bat that does not pass does not get a hologram.

- The bats should be returned to the team representative.
- The next team’s representative would then bring in their bats for testing.

DISCLAIMER: Participants, parents, family, and spectators engaging in softball and activities related to softball do so with knowledge of the risk and potential exposure involved and agree to accept any and all inherent risks to their personal health.

Team Recommendations

Field Recommendations

As to all applicable persons, people should be instructed that if they are exhibiting symptoms of possible exposure to COVID-19, such as fever, that they should not come to events or work until such time as the participant has been tested and/or cleared.

- **Teams**
    - Should not enter dugout until the other team exits and complex staff has sanitized.
    - Recommended to provide their own water. (None will be provided)
    - Recommended to provide hand sanitizer to their athletes. (None will be provided)
    - Bats must be outside dugout prior to the game for inspection.
    - It is recommended that a designated adult be assigned by the offensive team, to be responsible for picking up the bat after it is used. This person should wear disposable gloves and wipe down the bats after each use.
    - Prohibited from pre-game & post-game handshakes/high fives.
        - Teams may line up on their respective foul lines and wave.
- **Athletes**
    - Allowed to wear masks during game, but not required.
        - Masks must be of one color and not distracting (refer to USAS Uniform Rule).
            - Masks should be neutral in color.
            - Masks should have no designs on them.
    - Recommended to wear masks in between games.
    - No huddles. Player that gather at the circle should stay outside the circle maintaining social distancing.
    - No sharing of equipment (bat, helmet, etc.)
- **Coaches**
    - Always recommended to wear masks, but not required.
        - Masks must be of one color and not distracting (refer to USAS Uniform Rule).
            - Masks should be neutral in color.
            - Masks should have no designs on them.
    - Coaches should stay outside the width of the batter's box at the Homeplate conference.

        - Only one coach allowed during the conference.
    - If coaches visit the pitcher, all other players should stay outside the pitching circle.
- **Coaches meeting**
    - One coach from each team and must stay 6 feet apart. Suggested to be the top outside corner of each batter's box when available.
    - Hand lineups to the umpire, and umpire verbally approve or asks any questions about the lineup.
    - No athletes allowed.
    - Recommended for lineup cards exchanged team to team and teams to scorekeeper to be shared via photo or text
- Multiple softballs will be in use during games and should be switched out every inning for sanitizing.
    - Balls should be supplied still in wrappers or box and use new balls each game.
    - If used balls to be used as a backup, a wipe down before going into game play would be appropriate.
- Schedule format should change to not keep teams at the ballpark all day. (If possible)

Warm-up Recommendations

- Warm-ups should only take place beyond the fence while the field crew is preparing the field for play.
- Teams waiting for games in the stands or bleachers are encouraged to follow 6 feet social distancing guidelines.
- Teams should not enter the dugout until the other team exits and complex staff has sanitized.

Dugout Recommendations

- Teams should not enter dugout until the other team exits and complex staff has sanitized.
- The number of participants in the dugout is dependent on the size of dugout but must maintain 6 feet social distance.
- Allow for players to be out of the dugout.
    - Fast Pitch & JO Slow Pitch: Those out of the dugout should be behind the out of play fence.
    - Adult Slow Pitch: Along fence line with front of dugout. Draw a line to establish out of play.

Off-Field Recommendations

- Employees, vendors, fans and vendors are recommended to screen themselves at home prior to coming to the ballpark. If they have a temperature exceeding 100.4, they should be asked to stay home. They should also not come to the ballpark if they are known to have been recently exposed to someone with COVID-19.
- **Spectators**
    - Always recommended to wear masks.
    - Encouraged to follow 6 feet social distancing guidelines.
    - Recommended to use hand sanitizer upon entering the facility (provided by host).
    - Encouraged to bring their own sanitizing wipes for restroom/personal cleanliness.
- **Parents**
    - Proactively monitor their own and anyone in their household's health status. If anyone is not feeling well in family or has a temperature exceeding 100.4, they should reconsider attending the event.
    - Parents should consider limiting the number of family members who attend an event.
    - Responsible for water/sports drinks for their athletes in bottled format and making sure they are clearly marked/identified.
    - Maintain 6 feet social distancing measures when entering, during games and leaving the venue.
    - Recommend that all parents bring sanitizing wipes, sanitizer, and face masks.
- **Athletes/Coaches**
    - Always recommended to wear masks in between games.
    - Encouraged to follow 6 feet social distancing guidelines.

DISCLAIMER: Participants, parents, family, and spectators engaging in softball and activities related to softball do so with knowledge of the risk and potential exposure involved and agree to accept any and all inherent risks to their personal health.

Umpires/Rules/Mechanic Recommendations

Field Recommendations

- **Umpires**
  - Should be allowed to wear gloves if they wish.
  - Should be allowed to wear a mask if they wish.
    - Masks, if worn, should be neutral in color.
    - Masks, if worn, should not have designs on them.
  - Recommended to provide their own hand sanitizer.
  - Will still check equipment before a game.
    - Bats must be outside dugout.
    - Umpire may wear disposable gloves if they wish.
- **Rules**
  - **Rule 4, Section C**: Base coaches must stay 6 feet from a runner they wish to talk to during or after suspension of play.
  - **Rule 5 Section 7:** Coaches holding defensive conference must stay on the home plate side of the pitcher's circle and the player or players must be on the opposite of the pitcher's circle maintaining the 6 feet distance. No more than 2 players along with the pitcher allowed.
  - **Rule 5, Section 12A** Dugout Conduct: Allow for players to be out of the dugout. Fast Pitch and JO Slow Pitch, those out of the dugout behind the out of play fence. Adult Slow Pitch: Along fence line in front of the dugout. Draw a line to establish out of play. Number in the dugout dependent on the size of dugout, maintain 6 feet social distance.
  - **Rule 5, Section 12A:** Players not allowed to leave dugout area to congratulate players when scoring or after home runs.
  - **Rule 6A, Section 6:** No licking of fingers and wiping them off.
  - **Rule 8, Section 6G:** Slow Pitch: No stealing.
- **Mechanics**
  - **Slow Pitch**
    - 2 umpire system, BU will start on the line at 1B.
    - Remove being in the slot. They can be in front, behind or to the side of the catcher keeping the 6 ft distance from catcher.
  - **Fast Pitch:**
    - Plate umpire deeper than normal to call balls and strikes.

- **All Games:**
  - Prior to start of game:
    - Umpires allowed to wear gloves and mask if they desire.
    - Umpires will still check equipment before a game.
      - Bats must be outside dugout.
      - Umpire may wear disposable gloves if they wish.
    - Coaches meeting: 1 coach allowed for each team and must stay 6 feet apart. Suggested to be the top outside corner of each batter's box when available. Hand lineups to umpire, and umpire verbally approves or asks any questions about the lineup.

  - During the Game:
    - Use of verbal exchange from safe distance when making lineup changes from the Coach to scorer and opposing team.
    - Umpire will maintain 6 feet from any player as a starting position when rotated and/or counter rotated.
    - Umpires do not handle equipment on the field during play.
    - Umpire to umpire and coach to umpire interaction must be 6 feet apart.
    - Make sure catcher is 6 feet from the plate when needing to dust of the plate.
    - Huddles off the field with Coaches and players need to maintain 6 feet social distancing.

Off-Field Recommendations

- **Umpires**
  - Always recommended to wear masks in between games.
  - While off the field should follow the guidelines of the tournament and wear a mask if required.
  - Encouraged to follow 6 feet social distancing guidelines.
  - Umpire Room
    - Should be set up for umpires to be at least 10 feet apart.
    - Only umpires changing for the next game should be in the room and be done dressing and exit prior to the umpires on the field coming in to change out of their gear.
    - Umpires should bring a disinfecting spray to spray their uniform and or gear after each game.

- Evaluation Area
  - No more than 10 people.
  - Social distancing should be maintained.
  - Area should be inside a room or outside away from others.

Umpire Meeting/Clinic Recommendations (Pre-Tournament)

Attendees should be instructed that if they are exhibiting symptoms of possible exposure to COVID-19, such as fever, that they should not come to events or work until such time as the participant has been tested and/or cleared.

- **Prior**
  - Check with Tournament Director/Coordinator to make sure Clinic Room is large enough to set up chairs etc. under 6 feet social distancing guidelines.
- **During**
  - Set up to make sure chairs are separated appropriately.
  - If you have hand outs:
    - Place on table for pick-up OR use gloves to individually hand out.
  - Recommend that “greetings” do not include hugs or handshakes.
    - If handshakes or hugs are preferred, respect those umpires who wish not to participate or use other means (elbow or fist touch).
  - To Umpire-in-Chief’s (UICs) – Recommend ‘wiping down’ items that you may touch such as PowerPoint projector, slide clicker, etc.
  - Recommend to all to wash hands after leaving clinic.

- **Important Note to UIC’s**
  - Anything that is recommended as an adjustment to the ‘norm’, must be contained in the letter/e-mail to all Umpires etc. that is sent prior to the tournament.

ASSUMPION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT RELATING TO COVID-19 EXPOSURE, COVID-19 LIABILITY, AND COVID-19 RISKS

The persons to whom this Agreement applies are, as follows:

Adult Participant Name: _____

Minor Participant Name(s): _____ Participant Age(s): _____

_____ _____

_____ _____

(If applicable) Name of Participant's Parent or Legal Guardian signing below: _____

IN CONSIDERATION for myself and/or my children listed above being permitted to utilize the services, utilize the facilities and/or participate in the programs of _____ (the "Organization"), including, but not limited to, observation or use of facilities or equipment, or participation in or acting as a spectator during any program affiliated with the Organization, the undersigned, on behalf of himself or herself and such participating children and any personal representatives, heirs, and next of kin (hereinafter referred to as "the undersigned") hereby acknowledges, agrees and represents that he or she has inspected and carefully considered such premises, equipment, and facilities and has considered the Organization's programs and that the undersigned finds and accepts same as being safe and reasonably suited for the use or participation by the undersigned and such participating children.

In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including several cases in the undersigned's own State and locality. In accordance with the most recent guidance and recommendations issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), undersigned's own State's Department of Health (DOH) for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and/or programs of the Organization (other than any exclusively online services and programs) within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. The undersigned agrees to check on a daily basis the CDC Travel Health Notices list (https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html) prior to participating in or utilizing the facilities, services, and programs of the Organization. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall participate in, visit or utilize the facilities, services, and/or programs of the Organization if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify the

Organization immediately if he or she believes that any of the foregoing access/use restrictions may apply.

The Organization has taken certain steps to implement certain recommended guidance and recommendations issued by public health agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that the Organization may revise its procedures at any time based on updated recommended guidance and recommendations issued by public health agencies and further agrees to comply with the Organization's revised procedures prior to utilizing the facilities, services, and/or prior to participating in the programs of the Organization. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by the Organization, social distancing of 6 feet per person among children and their fellow participants or others is not always possible. The undersigned fully understands and appreciates both the known and potential dangers of participating in the programs and/or utilizing the facilities and services of the Organization and acknowledges that use thereof by the undersigned and/or such participating children may, despite the Organization's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE ORGANIZATION'S PROGRAMS, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Organization or its national governing body organization, or any of their respective directors, officers, employees, volunteers and agents, or any of the fellow participants or their family members or guests from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) *whether caused by the negligence, active or passive, of the Organization or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or using any equipment of or participating in any program of or affiliated with the Organization.* To the extent such statute applies, the undersigned also expressly and knowingly waives all rights under California Civil Code Section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS the Organization or its national governing body organization, or any of their respective directors, officers, employees, volunteers and agents, and each of them, from any loss, liability, damages or costs they may incur, *whether caused by the Organization's negligence, active or passive, or*

otherwise while the undersigned or any participating child is participating in any program of the Organization or in, upon, or about the premises or any facilities or equipment affiliated with the Organization. The undersigned understands and agrees that the Organization is not required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or while participating in any program affiliated with the Organization.

The undersigned agrees and acknowledges that use of the Organization facilities and services, and participation in the Organization programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBIUTY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of the Organization and/or while using the premises or any facilities or equipment thereon and/or while participating in or observing any program affiliated with the Organization. The undersigned acknowledges that any illness or injuries that the undersigned or such participating children contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIYER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State in which the undersigned resides or participates and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIYER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE ORGANIZATION IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY ORGANIZATION FACILITY OR DURING PARTICIPATION IN ANY PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO THE ORGANIZATION THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement and agree to its terms.

_____
Date

_____
Signature

_____ _____
Emergency Contact Name Emergency Contact Number

RPS PROGRAMS
BOLLINGER SPORTS & LEISURE

USA Softball COVID-19 Insurance Q & A

Q: We have heard rumors that softball insurance providers will not cover players if they are playing ball outside of the state while their home state is shut down. Can you please provide insight on this as we are trying to weigh options regarding the remainder of our season?

A: The insurance program for USA Softball has not changed with regard to softball claims. If a USA Softball team has insurance through Individual Registration or through Team Insurance, the USA Softball Insurance policy will respond to softball-related accident and liability claims in the same manner as it always has. However, with regard to when to begin playing, permission to travel to another state, etc., due to COVID-19, RPS Bollinger and the USA Softball Insurance Program has no authority and can give no direction in that matter. Teams must follow the direction of the federal, state, and local authorities as to whether they can begin play locally, in other jurisdictions in their own states, or travel to other states.

Q: Is there coverage for COVID-19 on the USA Softball Liability Policy?

A: Under the General Liability policy for USA Softball, there is no *exclusion* for Virus or Contagious Disease; however, simply because the policy is silent does not automatically confer coverage for such claims. The General Liability policy was never designed to cover liability claims stemming from a pandemic, but it may be forced to respond and provide a defense, depending on the specific accusation in the lawsuit.

Q: Are there liability risks associated with beginning to play softball while the pandemic is not completely contained?

A: Yes. Because of the litigious nature of the U.S., organizations have to consider that they could face a lawsuit in association with COVID-19. While seemingly absurd from many angles, it is conceivable that USA Softball organizations could be accused of responsibility with the spread of the virus, and its effects. Such a case would be difficult to prove, but as we have seen from our experience with other liability claims, the ability to win the case is not always a deterrent. We are hopeful that there will be at least a measure of immunity for organizations and businesses against liability claims where the accusation is negligence with regard to people contracting COVID-19 while trying to re-start activity, but that legislation has not taken shape yet.

Organizations that do not follow federal, state, and local guidelines with regard to activities will increase their risk and will most likely find no coverage under the liability policy due to the exclusion for intentional acts.

Q: Is there insurance coverage for virtual practices though the internet?

A: Yes. As long as the instruction is “live” and supervised, there will be insurance coverage for softball injuries on the Accident Policy. The injury will need to be verified and the regular claim process applies. Coverage on the liability policy for virtual practices will depend on the specific claim accusation.

Q: Should USA Softball consider implementing a waiver for the risks associated with playing an organized group sport while COVID-19 remains a threat?

A: While we know that waivers are by no means foolproof, we do endorse the idea of a waiver for players and spectators to sign off that they understand the risks of contracting COVID-19, and that they will not hold a USA Softball Coach, Team, Commissioner, or USA Softball itself responsible.

Q: Is there coverage for COVID-19 illness under the USA Softball Accident Policy?

A: No. There is an exclusion for sickness and disease on the accident policy.