

Western Kiwanis Indemnity Clause.

In consideration of participating in the Kiwanis Youth Baseball(KYB), and for the good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence KYB and its directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as 'Releasees'), on behalf of myself and my children, parents, heirs, assigns, personal representatives and estate, and also agree as follows.

1. I acknowledge that the KYB Sports Leagues involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to: physical injuries (actions that might result in injury), medical conditions resulting from physical activity, and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My/my child's/ward's participation in this activity is purely voluntary and I elect to participate and or allow my child/ward to participate despite the risks. In addition, if at any time I believe the event conditions are unsafe or that I /my child/ward am unable to participate due to physical or mental conditions, then I/my child/ward will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my/my child's/wards participation in this activity, or my/my child's/ward use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs to enforce this agreement.
4. I represent that I have adequate insurance to cover any injury or damage I/my child/ward may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I/my child/ward have no medical or physical condition which could interfere with my/my child/ward safety in this activity, or else I am willing to assume- and bear the costs of- all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' grounds are located, and I further agree that the substantive law of the state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.
7. It is the responsibility of the parent/guardian to ensure that their child/ward remains at the program until you or an authorized representative picks them up or you have given them permission to leave. I understand that my child/ward may be suspended from any and all KYB programming for poor behavior. I understand that my child/ward and / or family members may be suspended from the program for any unsportsmanlike behavior. The reinstatement process will include a meeting with the athletic director and KYB Sports Committee.
8. I understand that my child's/ward's picture/video may be taken for media and/or public relations and allow for these representations, as well as my e-mail to be used for media and/or public relations purposes unless I submit a statement to the contrary to appropriate KYB staff (this does not include volunteer coaching staff). I give permission for the KYB to share my contact information with a third party for the purpose of promoting and marketing non-KYB programs.
9. I understand that the KYB will not be responsible for lost or stolen articles. In the course of programming, I understand that the KYB may show movies rated PG or PG-13 and I give my child/ward permission to view them. If applicable, I allow the KYB to collect grades and attendance information for my child/ward if necessary under grant funded programs.
10. I understand that if my child/ward is demonstrating signs of having a communicable illness, KYB staff will move my child/ward to an isolated area and that it is my responsibility to pick up my child/ward as soon as contacted.
11. I understand that my child/ward may be asked to complete survey information regarding programming for evaluation purposes and agree to allow my child/ward to participate in such.

Parent Code of Conduct

As a parent in the Kiwanis Youth Baseball, I understand the impact I have on the lives of children involved in our programs. My impact is not only upon the young players of my child's team but upon the young players of all teams, whether directly or indirectly. The examples I set and the attitudes I take are the driving forces in creating a positive atmosphere. It is this positive atmosphere from which our kids can best build self-esteem and develop character. Refrain from the use of alcohol, drugs or tobacco products prior to and during any game or practice or at any facility where such uses prohibited.

- a) Refrain from using profanity.
 - b) Refrain from verbally, physically or psychologically abusing any player, referee, coach, other parents, spectator or KYB employees
 - c) Teach and demonstrate respect for the referees/umpires.
 - d) Respect the players and parents on my child's team and other teams. I will appreciate the diversity of players and demonstrate appropriate gestures of sportsmanship before, during and after a game.
 - e) Follow facility rules and regulations and respect at all times the properties of others.
 - f) Practice sportsmanship and fair play.
 - g) Promote child growth and development in a positive and supportive manner.
 - h) Communicate with the coach in a timely fashion. They need to stay informed about scheduling conflicts with practice and games.
- I understand that I may not use the KYB name when requesting donations of any kind.

I also understand that if I violate this Code of conduct, league policies and procedures, or Federal, State or Local laws, ordinances or rules, **then I may be subject to probation, suspension, dismissal or denial of all club related activities/properties/facilities with the Kiwanis Club of Western Kenosha or other disciplinary action deemed appropriate by the Athletic Department.**

By signing below, I acknowledge reading the Parents' Manual and allow my child/ward to become a member of the KYB.

By signing this document, I agree that if I /my child/ward am/are hurt or my property is damaged during my/my child's/ward's participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence. I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me/my child/ward or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

Concussion Awareness

1) In addition, I have read the CONCUSSION INFORMATION SHEET(Below)

In accordance with the Wisconsin's Sideline for Safety Act 172, we the undersigned acknowledge having received education about the signs, symptoms, and risks of sport related concussion. We understand that athletes are prohibited from any participation until this form is completed and returned.

2) I acknowledge my responsibility to report to my coaches, parent(s)/guardian(s) any signs or symptoms of a concussion and agree to abide by all Kiwanis Club of Western Kenosha concussion protocols.

CONCUSSION INFORMATION SHEET

What is a Concussion and How Does it Occur?

A concussion is a brain injury which interferes with normal brain function. This affects the way an individual thinks, acts, behaves, and the physical skills needed to function on a daily basis. Each concussion is unique to each person, but there are some common signs and symptoms to be aware of to determine if an individual has a concussion.

A concussion can be caused by a bump, blot, jolt or fall to the head or body. When the head or body is bumped, hit etc. the force of that movement causes the brain to hit the sides of the skull or move and/or twist inside the skull. These movements change the way the physiology of the brain normally works. Even a mild blow to the head or body can cause the brain to shift or move in the skull, thus injuring the brain.

What are the Signs and Symptoms of a Concussion?

Once a concussion is sustained more signs and symptoms can develop in the next 24 hours, even into the next week. The severity and side effects of this brain injury will vary depending on the individual. Concussion symptoms may appear mild, but can lead to lifelong problems mentally, physical, and psychologically, if not managed correctly. A person can have signs and symptoms of a concussion without the loss of consciousness. Symptoms of a concussion can last for less than 1 day or up to 3 weeks. or more.

Most of the time, images taken with a CT, MRI, or Cat scan can appear normal and do not show the physiologic changes that occur to the brain with a concussion. Image studies are done to rule out other head injuries, such as skull fractures.

Signs and Symptoms of a Concussion

Thinking/Remembering	Physical	Emotional/Mood	Sleep
Difficulty Thinking Clearly	Headache	Irritability	Sleeping more than usual
Feeling Slowed down or foggy	Fuzzy or Blurred Vision	Sadness or More Emotional	Sleeping Less than usual
Difficulty Concentrating or Focusing	Nausea or Vomiting	Nervousness	Trouble Falling Asleep
Amnesia	Dizziness	Anxiety	Can't Stay Awake
Difficulty Remembering New or Old Information	Sensitivity to Light or Noise	Slow to Respond or Easily Confused	
	Feeling Tired, Having No Energy	Dazed or Stunned in Appearance	
	Decreased Balance and/or Coordination		

What to Do if Someone has a Concussion?

If a concussion occurs during an athletic activity, then the individual should be immediately removed from play. Staying in the activity with a concussion will make it worse. The rule of thumb if a concussion is suspected "When in doubt, sit them out". Staying in an activity with a concussion will prolong symptoms and recovery time and set the individual up for a more serious brain injury such as death, second impact syndrome or post-concussion syndrome.

If it is suspected that an individual has a concussion, he/she should be removed from any and all activity and evaluated by medical professional trained in concussion management. Early evaluation and detection of a concussion can speed the recovery process by ensuring proper management of a concussion. Wisconsin State Law and the Kiwanis Club of Western Kenosha require an immediate removal from activity and medical evaluation of an individual suspected of having a head injury.

Western Kiwanis Youth Baseball Coronavirus Operational Plan

Guidelines

These are the current guidelines (subject to change depending on any further orders from Kenosha County or the City of Kenosha) and parameters that the Kiwanis Youth baseball League of Kenosha will be following. These guidelines apply to all Kiwanis league games and tournaments.

1. Batting cages will be open and there will be only one player and one coach in cage at any given time.

Any players waiting to use cage must wait outside of cage and maintain proper social distancing.

Coaching staff will monitor players outside of cages.

2. Wearing of masks is entirely up to each individual manager, coach, fan, or umpire.
3. Hand sanitizer will be available in each dugout and in the bathrooms.
4. Individuals will not congregate in common areas or the parking lot following a game or practice.

Players, Managers and Coaches

1. Players personal equipment: Bat bags, bat, helmet, glove, batting gloves, water bottle, any bulky items, etc. will be stationed outside the dugout positioned along the fence on marked area maintaining proper social distancing (fence will be marked for position of equipment).
2. Prior to the start of each game coaches will check to ensure all plays equipment is following proper guidelines and is in it designated area.
3. Each player must have his/her own bat and must keep it sanitized. If a player is unable to provide his/her own bat, manager must sanitize bates after each player's use if another player will be using it.
4. Players must keep all their personal equipment sanitized.
5. Shared catching equipment must be sanitized by the manager after each player's use. Personal catching equipment must be approved and kept sanitized.
6. Players returning to the dugout after play (defensive position, plate appearance, or base running) must use hand sanitizer when arriving in the dugout.
7. Coaches and Players must adhere to physical six-foot distancing except when the ball is in play.
8. There will be no spitting or eating seeds, gum or other similar products.
9. Coaches and Players must adhere to physical six-foot distancing except when the ball is in play

Games

1. Managers and umpires will go over the ground rules prior to the start of the game, while maintaining social distancing.

There will be no hand shaking...no physical contact.

2. There will be a sanitizer spray in each dugout for players.
3. **The manager or coach is responsible for spraying disinfectant over all surfaces in the dugout prior to anyone entering.**
4. A maximum of three players will be allowed in the dugout at one time.

The remaining players will be outside the dugout sitting on the bleachers in the designated player area, while maintaining social distancing. Bleachers will be marker where players should sit. Managers and coach will monitor the players in the bleachers.

The coach will also assist and/or observe the player going to and returning from the dugout and the playing field to ensure social distancing.

5. Only two registered coaches will be allowed on the field.

Both coaches are to be outside the dugout, observing social distancing. One coach will be in the entrance way of the dugout. One coach six feet away from the other coach will be down the fence line.

6. Each team will provide a ball for their respective pitcher. The manager or coach will wipe the ball with disinfectant each half inning. Each team will be provided with two game balls. Either the manager or coach will be designated to handle the game balls. The game balls stay with each team and are not to be shared between the two teams.

7. The umpire will be positioned if possible six feet behind the catcher.

8. When the game is over:

Players will line up along their respective base line and tip their hats to the other team (no hand shaking).

All trash will be placed into the garbage can.

Players will take their belongings and leave the playing field.

Coaches will return used game balls to Kiwanis staff or place them in the designated area.

Postgame meetings will be away from the playing field, maintaining social distancing and will be encouraged to be done virtually or over the phone rather than congregating in or around the park.

. Teams waiting to play the next game will not congregate behind dugout area while teams are playing before them

10. Teams will be asked to remain in designated holding area until prior game is completed, and all players have left the dugout.

Practices

1. All game day rules apply. Only registered coaches are allowed on the field.

2. Spectators are to remain along the outfield fence while maintaining social distancing.

Parents/Spectators

1. If you and/or child are not feeling well and are experiencing any of these symptoms: fever, chills, muscle pain, sore throat, shortness of breath, new loss of taste or hearing, vomiting, diarrhea, etc., you must stay home and notify your manager.

2. If anyone in your household tests positive for the coronavirus, you are to notify the manager, as well the league, ASAP before, your child is able to return to play, a release order from your physician is required.

3. Fans must follow social distancing unless you are a family.

4. Fans must always stay distanced from the players while sitting outside the dugouts. If a player may need something the parent or guardian, they must stay in their areas while the player approaches them from the dugout.

5. Fans are not allowed on bleachers. Bleachers will be used exclusively for the players.

6. No one, except Kiwanis personnel, coaches, and players of current game are allowed in the designated player areas or behind back stop unless they are going to use the restroom. This area will be marked off with yellow lines.

7. There will be no spitting or eating seeds, peanuts, gum or other similar products.

Restrooms

1. Only 2 people are allowed in the restroom at any time. Remember to wash your hands.

KIWANIS CLUB OF WESTERN KENOSHA

PLAYER/PARENT COVID-19 WAIVER

In consideration of being allowed to participate in any way in the Kiwanis Club of Western Kenosha program and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

- 1) The risk of injury and/or illness from the activities involved in the program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist;
- 2) The risk to have direct or indirect contact with individuals who have been exposed to and/or diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies, and/or any mutation or variation thereof does exist and it is impossible to eliminate the risk that I could become infected through contact with or close proximity to an individual with a communicable disease;
- 3) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my child's participation;
- 4) I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual, significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest official immediately;
- 5) I, the parent/guardian, assert that I have explained to my child/ward: the risks of the activity, his/her responsibilities for adhering to the rules and regulations, and that my child/ward understands this agreement; and
- 6) I, for myself, my spouse and my child, and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS THE KIWANIS CLUB OF WESTERN KENOSHA its officers, officials, agents and/or employees, other participants, directors, sponsors, advertisers, and, if applicable, owners and lessors of the premises used to conduct an event (collectively, the "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, VIRUS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

This is to certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns and next of kin, I release and agree to indemnify the Releasees from any and all liabilities incident to myself, my spouse and my minor child's involvement or participation in this program as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

I FOR MYSELF, MY SPOUSE AND MY CHILD HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of Child/Ward: Name of Parent/Guardian: Parent/Guardian Signature: Date Signed:

Date Signed _____

Child's Name _____

Parent's/Guardian's Name _____

Child's Signature _____

Parent's/Guardian's Signature _____

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