

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into as set forth below between The City of Oklahoma City (City), USA Softball, Inc., (Group) and the OKC Dodgers Baseball Foundation (Foundation).

WITNESS:

WHEREAS, the City provides a variety of parks and recreational venues and services for the use and enjoyment of the public; and

WHEREAS, the mission of the City's Parks and Recreation Department (OKC Parks) is to provide cultural, social, and recreational experiences to our community so they can have the opportunity to cultivate wellness and enjoy a healthy lifestyle; and

WHEREAS, Group is the governing body for the United States national softball team; and

WHEREAS, Group oversees more than one hundred fifty thousand (150,000) amateur teams nationwide; and

WHEREAS, Group desires to partner with OKC Parks to present the "USA Softball Rookie League of OKC" (League) using a portion of Wheeler Park, 1120 South Western Avenue (see Attachment A, incorporated herein); and

WHEREAS, the League will consist of organized softball games and practices for local youth ages 7 (seven) to 12 (twelve); and

WHEREAS, the Foundation was formed in 2015 as a not-for-profit corporation associated with the Oklahoma City Dodgers; and

WHEREAS, the Foundation's mission is to support the Oklahoma community through creative partnerships, charitable contributions, and programming initiatives; and

WHEREAS, the Foundation desires to partner with OKC Parks to present the "OKC Dodgers Rookie League," (Program), also using a portion of Wheeler Park, but on a different schedule than the League; and

WHEREAS, the Program will consist of organized baseball and softball games and practices for local youth ages 5 (five) to 12 (twelve); and

WHEREAS, the parties wish to enter into this MOU to establish a framework for the activities listed above.

NOW THEREFORE, the parties agree:

1. GRANT

The City, Group, and the Foundation hereby enter into this MOU to mutually plan, organize, and conduct the League and the Program, as described above. Unless specified elsewhere herein, each party shall perform its responsibilities under this MOU at its own expense.

2. GROUP'S RESPONSIBILITIES (USA SOFTBALL)

Consistent with the other requirements of this MOU, Group shall:

- A. Provide input to the City on League design, registration, and implementation, and help the City oversee League operations.
- B. Annually coordinate with the City to determine if additional or replacement "Equipment" (e.g., bats, balls, tees, bases, etc.) will be provided by Group to League participants. The list of Equipment provided will be mutually agreed upon before the League registration deadline so the City can set an appropriate registration fee. Such agreement shall not be unreasonably withheld by either party.
- C. Ensure that, before participating in youth activities under this MOU, its adult agents, employees, or volunteers pass a background screening process consistent with the OKC Parks Youth Protection Policy. (See Attachment C, incorporated herein.) Group shall maintain documentation of all such background screening processes and provide it to the City's authorized agent(s) upon request.
- D. Identify and secure any sponsorships or grants to help fund the League or optional League activities. Such sponsorships shall be approved by the City's authorized agent(s). This approval shall not be unreasonably withheld, provided the sponsorships are not inconsistent with OKC Parks' mission, as determined by the City's authorized agent(s).
- E. Plan and conduct any media events to announce or publicize the League, with input from the City's authorized agent(s).
- F. Plan and conduct any special events or field trips for League participants to USA Softball games or other official functions.
- G. Promote and market the League, with input from the City's authorized agent(s). Promotional and marketing initiatives shall identify OKC Parks and the Foundation as co-sponsors. Such activities shall be consistent with the requirements of Subsection 4.E.
- H. Within five (5) business days after League registration closes, provide the City with an itemized invoice of approved expenses of ten dollars and twenty-five cents (\$10.25) per registered participant for insurance coverage and USA Softball membership. The parties' authorized agents shall work together, in good faith, to resolve any disputes related to the invoice or reimbursement required under this Subsection.

- I. Regularly communicate with the other parties' authorized agent(s) about MOU-related issues.
- J. Ensure that League participants adhere to, and abide by, the requirements set forth in the "Athlete Safety Procedures for USA Softball Event Organizers" document. (See Attachment D, incorporated herein.)

3. FOUNDATION'S RESPONSIBILITIES (OKC DODGERS FOUNDATION)

Consistent with the other requirements of this MOU, the Foundation shall:

- A. Provide input to the City on Program design, registration, and implementation, and help the City oversee Program operations.
- B. Annually coordinate with the City to determine if additional or replacement Equipment will be provided by the Foundation to Program participants. The list of equipment will be mutually agreed upon before the Program registration deadline, so the City can set an appropriate registration fee. Such agreement shall not be unreasonably withheld by either party.
- C. Ensure that, before participating in youth activities under this MOU, its adult agents, employees, or volunteers pass a background screening process consistent with the OKC Parks' Youth Protection Policy. The Foundation shall maintain documentation of all such background screening processes and provide it to the City's authorized agent(s) upon request.
- D. Identify and secure any sponsorships or grants to help fund the Program or optional Program activities. Such sponsorships shall be approved by the City's authorized agent(s). This approval shall not be unreasonably withheld, provided the sponsorships are not inconsistent with OKC Parks' mission, as determined by the City's authorized agent(s).
- E. Plan and conduct any media events to announce or publicize the Program, with input from the City's authorized agent(s). Such activities shall be consistent with the requirements of Subsection 4.E.
- F. Plan and conduct any special events or field days for Program or League participants to Oklahoma City Dodgers games or other official functions.
- G. Promote and market the Program, with input from the City's authorized agent(s). Promotional and marketing initiatives shall identify OKC Parks and Group as co-sponsors. Nothing in this Subsection shall limit the requirements of Subsection 4.E.
- H. Regularly communicate with the other parties' authorized agent(s) about MOU-related issues and activities.

- I. Ensure that Program participants adhere to, and abide by, requirements set forth in the “Athlete Safety Procedures for USA Softball Event Organizers” document.

4. CITY’S RESPONSIBILITIES

Consistent with the other requirements of this MOU, the City shall:

- A. With input from Group and the Foundation, design and implement the League and the Program, and oversee all League and Program operations. This shall include, but not be limited to, registering participants and determining the cost-per-participant registration fee.
- B. Provide, train, and manage all League and Program coaches, officials, and volunteers. This includes, but is not limited to, registering them as USA Softball members (if applicable) and requiring them to pass a background check and acquire a SafeSport certification before conducting, or participating in, League Program functions.
- C. Establish League and Program rosters and schedules. This shall include, but not be limited to, determining dates, times, and locations for League and Program games and practices.
- D. Manage League and Program registration and communications with League and Program participants.
- E. Provide support to Group and the Foundation in promoting and marketing the League and the Program. Such efforts shall be consistent with the OKC Parks Brand Standard, as determined by the City’s authorized agent(s). Any items that use the City seal, or the OKC Parks brand, shall be approved by the City’s authorized agents before public use. All marketing efforts shall be designed to ensure mutually beneficial results. However, the City’s authorized agent(s) reserve the right to modify any content. The promotion and marketing activities provided for under this Subsection shall identify Group and the Foundation as co-sponsors. Any League-related or Program-related advertising or marketing done by Group or the Foundation before this MOU is approved by the City shall be at Group’s and the Foundation’s risk.
- F. Provide Group and the Foundation with participant information, including:
 - Participant Name
 - Participant Date of Birth
 - Parent/Guardian Name
 - Parent/Guardian Email
 - Parent/Guardian Phone Number
 - Address
 - Ethnicity
 - Disabilities

- G. Within thirty (30) calendar days after the registration deadline, pay Group ten dollars and twenty-five cents (\$10.25) per registered participant for insurance coverage and USA Softball membership. Such payment shall be based on an itemized invoice to be provided in advance by Group's authorized agent(s).
- H. Regularly communicate with Group and the Foundation about MOU-related issues.
- I. Help ensure that League and Program participants adhere to, and abide by, requirements set forth in the "Athlete Safety Procedures for USA Softball Event Organizers" document.
- J. Distribute League or Program Equipment to each team's designated coach for use during the season, and inventory and store such Equipment after each season.
- K. Provide a draft program budget to the Foundation by December 31st each year.

5. LIAISONS

The parties shall each designate at least one (1) staff member to coordinate MOU-related issues and serve as liaisons between the parties. The liaisons shall exchange contact information before the effective date of this MOU.

6. USE OF SEALS AND LOGOS

- A. The City shall not use Group's or the Foundation's logo in advertising or promotional materials related to this MOU without approval of Group's or the Foundation's authorized agent(s).
- B. The OKC Parks' logo shall be included at a designated spot on each League and Program participant's uniform apparel. The parties shall agree on the logo placement in advance. Such agreement shall not be unreasonably withheld.

7. COMPLETE AGREEMENT

This MOU contains all terms agreed to by the parties. No party shall be bound by any statement or representation not in conformity with this MOU.

8. GOVERNING LAW

This MOU shall be governed by, and construed according to, Oklahoma law. If ambiguity arises, this MOU shall not be construed strictly for or against any party.

9. REPRESENTATIONS

Group warrants that it can fulfill its obligations under this MOU and that its signatory can bind it under the MOU terms. The Foundation warrants that it can fulfill its obligations under this MOU and that its signatory can bind it under the MOU terms.

10. AMENDMENT

This MOU may be amended by mutual, written agreement of the parties.

11. ASSIGNMENT

This MOU shall not be transferred or assigned without City approval.

12. COMPLIANCE WITH LAWS

The parties shall comply with applicable laws, rules, regulations, guidelines and policies.

13. TERM

This MOU shall be effective for one (1) year from the date of approval by the City. Upon mutual consent, it may be renewed for two (2) additional, one-year (1-yr.) terms, for a total of three (3) years.

14. EXCLUSIVE LEAGUE OPERATOR

A. During the MOU term, OKC Parks shall be the exclusive operator of the League and the Program. As such, Group and the Foundation warrant that, during the MOU term, they shall not attempt to relocate the League or the Program to another operator or start other organized sports activities using the same participants.

B. Group and the Foundation each agree not to take affirmative actions to circumvent the League or the Program or to subsume the League or Program into their own respective sports initiatives. Notwithstanding anything to the contrary herein, nothing in this Section 14 shall prevent any individual player or any individual team, or any subset thereof, from participating in any youth sports activity outside of the League or the Program; and nothing shall prohibit Group or the Foundation from accepting such player(s) or team(s) into the Group's or Foundation's other separate activities or programs.

15. TERMINATION FOR CAUSE

If one party fails to fulfill any MOU terms, either party not in breach may give the offending party written notice to correct such breach within ten (10) calendar days. If the party in breach does not correct such condition within the written notice period, either party not in breach may terminate this MOU immediately without cost or liability to either non-offending party. However, if the party in breach has made substantial progress toward correcting that condition within the written-notice period, that party shall have a reasonable time to fully correct such breach.

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16. TERMINATION WITHOUT CAUSE

Consistent with the requirements of Section 15, any party may terminate this MOU, for any reason and without cost or liability, upon thirty (30) calendar days' written notice to the other parties. Such termination shall be without cost or liability to any party.

17. NO JOINT VENTURE

Nothing in this MOU shall create a joint venture or agency or employment relationship among the parties hereto, or any of their agents, employees, volunteers, participants, or spectators.

18. NON-DISCRIMINATION

No Party shall discriminate against any person because of age; race; creed; color; religion; sex (to include sexual orientation, gender identity, or gender expression); national origin, ancestry; or disability as defined by the Americans with Disabilities Act, as it may be amended; in furnishing services, privileges, activities, or employment opportunities under this MOU. Nothing in this Section shall prohibit any party from establishing categories for participation based on the age, gender, or skill level of the participants, or based on a person's chosen area of participation.

19. INSURANCE

- A. Group and the Foundation shall each provide a comprehensive general liability insurance policy sufficient to meet the City's maximum liability under the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq., Tort Claims Act), as it may be amended. The current required minimum general liability coverage is one hundred seventy-five thousand dollars (\$175,000) per person for injury or death, twenty-five thousand dollars (\$25,000) per claim for property damage, and one million dollars (\$1,000,000) for all claims arising from a single occurrence, to be effective during the MOU term, as described in Section 13. Group and the Foundation shall each pay their respective required insurance premiums or deductibles.
- B. Each of Group's and the Foundation's insurance policies shall name the City as additional insured. Neither shall cancel, fail to renew, nor decrease the limits by endorsement without thirty (30) calendar days' written notice to the City by certified mail using the contact information contained in Subsection 20.A.
- C. Group shall provide employers' liability insurance and workers' compensation insurance as required by state law. The Foundation shall provide employer's liability insurance and worker's compensation insurance as required by state law.

- D. Consistent with the other requirements of this Section, Group and the Foundation shall separately provide certificates of insurance to the City's authorized agent(s) before this MOU is docketed for City Council action. (See Attachment B, incorporated herein.)

20. NOTICES

- A. Official communications to the City regarding this MOU shall be sent to:

The City of Oklahoma City
Parks and Recreation Department
420 W. Main, Suite 210
Oklahoma City, OK 73102
okcparks@okc.gov
(405) 297-3882

and

The City of Oklahoma City
City Clerk
200 North Walker Avenue, 2nd Floor
Oklahoma City, OK 73102
cityclerk@okc.gov
(405) 297-2391

- B. Official communications to Group regarding this MOU shall be sent to:

USA Softball
c/o: CEO Craig A. Cress
2801 Northeast 50th Street
Oklahoma City, OK 73111
ccress@usasoftball.com
(405) 425-3468

- C. Official communications to the Foundation regarding this MOU shall be sent to:

The OKC Dodgers Foundation
c/o: Carol Herrick, Executive Director
2 South Mickey Mantle Drive
Oklahoma City, OK 73104
carol.herrick@okcdodgers.com
(405) 218-2104

or to such persons and addresses as the parties later designate in writing.

21. CITY DESIGNEE

The City Manager of the City or designee (City Manager) is authorized to exercise any right or duty of the City under this MOU.

22. SEVERABILITY

If any part of this MOU is determined by a court of appropriate jurisdiction to be invalid, that action shall not affect other parts of this MOU, which shall remain in full force and effect.

23. SECTION HEADINGS

The Section headings of this MOU are for convenience only and shall not affect its meaning or interpretation. Group and the Foundation acknowledge that their signatories were able to fully review all MOU terms before signing. This MOU shall not be construed in favor of (or against) any party based on who drafted it.

24. LAW GOVERNING TORT LIABILITY

Any tort action brought against the City shall be governed by the Tort Claims Act, as it may be amended.

25. ANNUAL REPORT

Each year during the MOU term, Group and the Foundation shall report to the City's authorized agent(s) the estimated value of their activities under this MOU. The data provided may include, but not be limited to, Group's and the Foundation's expenses (or estimated volunteer hours) for promoting or implementing activities under this MOU. Group and the Foundation shall provide their reports separately using a standardized form to be supplied in advance by the City's authorized agent(s).

26. AVAILABLE RESOURCES

The parties shall fulfill their responsibilities under this MOU based on available resources, as determined by their authorized agent(s).

27. SAFETY

Group shall ensure that its activities under this MOU are conducted in a safe, supervised manner using the least invasive means feasible. The Foundation shall ensure that its activities under this MOU are conducted in a safe, supervised manner using the least invasive means feasible.

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28. NON-INTERFERENCE

Group and the Foundation each warrant that their respective activities under this MOU shall not unreasonably interfere with the operation or maintenance of Wheeler Park, or its use by others.

29. INDEMNIFICATION BY GROUP AND THE FOUNDATION

- A. To the extent caused by the acts or omissions of the Foundation, the Foundation shall indemnify and hold harmless the City, and its officers, agents, and employees, from all liability related, in any way, to this MOU. This provision shall survive the expiration or termination of this MOU, not be limited by any other MOU provision, and be binding upon the Foundation's representatives, successors, and assigns.
- B. To the extent caused by acts or omissions of Group, Group shall indemnify and hold harmless the City, and its officers, agents, and employees, from all liability related, in any way, to this MOU. This provision shall survive the expiration or termination of this MOU, not be limited by any other MOU provision, and be binding upon Group's representatives, successors, and assigns.

30. NO THIRD-PARTY INDEMNITY BY CITY

The City is constitutionally and statutorily prohibited from indemnifying any third party. This includes, but is not limited to, Group and the Foundation, and their employees, agents, volunteers, participants, or spectators, pursuant to Article X, Sections 9, 14, 17, 19, and 26 of the Oklahoma Constitution and the Tort Claims Act, as it may be amended.

31. EMERGENCY, INCLEMENT WEATHER, OR UNFORESEEN CIRCUMSTANCES

- A. If an emergency, inclement weather, or other unforeseen circumstance threatens to prevent Group or the Foundation from conducting any MOU activities, the parties shall notify each other's liaisons as soon as is feasible. Any party, acting in good faith, may postpone or cancel an MOU activity, as provided for under this Section, upon written notice to the other parties. Such notice may be via email, text, or otherwise. If so, the City, Group, or the Foundation may reschedule any MOU activity upon mutual consent, which shall not be unreasonably withheld. However, the postponed activity shall be conducted no more than thirty (30) calendar days later than originally scheduled. Rescheduling or cancellation of any MOU activity due to an emergency, inclement weather, or other unforeseen circumstance shall be without cost or liability to the City.
- B. As used in the Section, an emergency or other unforeseen circumstance shall include, but not be limited to, a declaration of a state of emergency by a federal, state, or local jurisdiction that substantially impacts MOU activities or prevents any party from conducting MOU activities.

32. TRADEMARKS; LEAGUE NAME; INTELLECTUAL PROPERTY

- A. Ownership of Trademark and Trade Name. The parties acknowledge and agree that “USA Softball” is a registered trademark and trade name of Group and solely owned by Group; and, notwithstanding anything to the contrary herein, nothing in this MOU, nor the parties activities in furtherance of this MOU, shall create any ownership or other rights to the name “USA Softball” or any confusingly similar trademark or trade name.
- B. Cessation of Use of Name Upon Expiration or Termination. Upon expiration or termination of this MOU for any reason, the League will immediately cease use of the name *USA Softball Rookie League of OKC* and instead will be renamed the *Rookie League of OKC*, or such other name that does not include the phrase “USA Softball.”
- C. Usage Standards. During the term of this MOU, Group may impose usage standards and guidelines in connection with the use of the League name: *USA Softball Rookie League of OKC* and, to the extent Group imposes such usage standards and guidelines, the parties agree to adhere to such usage standards and guidelines.

33. RELEASES

- A. Group shall ensure that, before performing any activities under this MOU, all adult volunteers or participants of the League sign an Acknowledgement and General Release. (Release, see Attachment E, incorporated herein.)
- B. Group shall ensure that, before performing any activities under this MOU, all minor volunteers or participants of the League submit a Release signed by their parent or legal guardian. (See Attachment G, incorporated herein.)
- C. Group shall maintain copies of the Releases required under this Section and provide them to the City’s authorized agent(s) upon request. Group’s paid personnel need not submit Releases.
- D. The Foundation shall ensure that, before performing any activities under this MOU, all adult volunteers or participants of the Program sign an Acknowledgement and General Release. (Release, see Attachment F, incorporated herein.)
- E. The Foundation shall ensure that, before performing any activities under this MOU, all minor volunteers or participants of the Program submit a Release signed by their parent or legal guardian. (See Attachment H, incorporated herein.)

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- F. The Foundation shall maintain copies of the Releases required under this Section and provide them to the City's authorized agent(s) upon request. The Foundation's paid personnel need not submit Releases.

34. MISCELLANEOUS PROVISIONS

- A. Group shall provide each League participant with suitable uniform apparel for the League activities, as determined in the discretion of Group. The Foundation shall provide each Program participant with suitable uniform apparel for the Program activities, as determined in the discretion of the Foundation.
- B. The League and the Program shall each consist of a seven-game (7-game) season to be conducted in Spring 2022 or Fall 2022. Upon mutual consent, Group, the Foundation, and the City may modify the League or Program schedules. Such agreement shall not be unreasonably withheld if the modifications are consistent with the objectives of this MOU, as described on Page 1.
- C. Neither Group nor the Foundation shall charge gate-admission or parking fees to League or Program participants or attendees.
- D. Any party may waive any breach of this MOU. However, that shall not constitute a continuing waiver of such breach, or similar breaches. Also, any non-offending party may later require the party in default to comply with any previously waived MOU breach.
- E. At its option, Group may host an Equipment pick up and coaches' meeting before League play begins. If so, the City may help Group conduct the meeting but is under no obligation to do so. At its option, the Foundation may host an Equipment pick up and coaches' meeting before Program play begins. If so, the City may help the Foundation conduct the meeting but is under no obligation to do so.

REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW

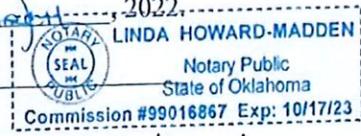
APPROVED by USA Softball, Inc., this 16th day of March, 2022.

Craig A. Cusa, CEO
Authorized Agent

Oklahoma County)
)SS:
State of Oklahoma)

This instrument was acknowledged before me on this 16 day of March, 2022.

Notary Public Linda Howard-Madden My commission expires _____



APPROVED by the OKC Dodgers Baseball Foundation this 17 day of March, 2022.

Carol Henrick Exec Director
Authorized Agent

_____ County)
)SS:
State of _____)

This instrument was acknowledged before me on this 17 day of March, 2022.

Notary Public Travis Hunter My commission expires 05/20/25



APPROVED by the Council of The City of Oklahoma City this 26th day of April, 2022.

Amy K Simpson
City Clerk



David Holt
Mayor

REVIEWED for form and legality.

Jill Burnett
Assistant Municipal Counselor

Attachment A

Wheeler Park Softball Fields

(Attached)

Attachment A



	Parkland
	Agreement Area

Attachment B
Certificates of Insurance
(Attached)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certification does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RPS Bollinger Sports & Leisure PO Box 1322 Morristown, NJ 07960	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE INSURER A: *Markel Insurance Company NAIC # 38970 INSURER B : _____ INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____	
INSURED USA Softball, Inc. 2801 NE 50th Street Oklahoma City, OK 73111		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Partic Legal Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	X		3602AH230069-22	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage under this policy shall apply to liability of the insured arising out of the administration, play or practice of amateur softball, but only for incidents involving bodily injury, personal injury or property damage. The certificate holder is named as additional insured. This certificate is issued on behalf of USA Softball Rookie League of Oklahoma City.

CERTIFICATE HOLDER <p style="text-align: center;">CITYOKC</p> City of Oklahoma City 200 N. Walker Avenue Oklahoma City, OK 73102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 45 Executive Drive Plainview NY 11803	CONTACT NAME: PHONE (A/C, No, Ext): 516-327-6300		FAX (A/C, No): 516-327-2800	
	E-MAIL ADDRESS:			
INSURED DBH OKC, LLC 2 S. Mickey Mantle Dr. Oklahoma City OK 73104	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A : Arch Insurance Company		11150	
	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			

COVERAGES **CERTIFICATE NUMBER:** 1854505086 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: EVENT	Y		SSCGL0025000	10/29/2021	10/29/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Certificate Holder is only an Additional Insured where required by written contract with respect to liability caused by the negligent acts or omissions of the Named Insured.

CERTIFICATE HOLDER City of Oklahoma City 200 N Walker Ave Oklahoma City OK 73102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Attachment C

Youth Protection Policy

(Attached)

City of Oklahoma City
Parks and Recreation Department
YOUTH PROTECTION POLICY

Section I:

1. The City of Oklahoma City Parks and Recreation Department (Department) operates numerous recreational facilities in which youth sports/activities organizations play a prominent role. The Department wishes to protect the youth of the City who are participating in youth sports/activities sponsored or funded by the City, or by any youth sports/activity organization using a City facility.
2. This Youth Protection Policy (Policy) shall apply to all volunteers who have direct contact with youth sports/activities participants (with the exception of special event volunteers) for any youth sports/activities organizations sponsored or funded by the City, or by any youth sports/activities organizations using a City facility.
3. The City hereby adopts the standards of the National Recreation and Park Association (NRPA) recommended guidelines for credentialing volunteers. The following are the criteria for the exclusion of adult volunteers including, but not limited to, managers, sports officials, coaches, or any other volunteer who has direct contact with youth sports/activities participants. An adult means a person eighteen (18) years of age or older. Any adult volunteer shall be disqualified from participating as a volunteer of a youth sports/activity organization if the person has been found guilty of any one of the crimes listed below. "Guilty" means that person was found guilty following a trial, entered a guilty plea, or entered a no contest plea accompanied by a finding of guilt, regardless of whether there was an adjudication of guilt or a withholding of guilt.
 - a. All sex offenses, regardless of the amount of time since the offense. Examples include, but are not limited to: child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, indecent exposure, or similar offenses.
 - b. All felony offenses involving violence, regardless of the amount of time since the offense. Examples include, but are not limited to: murder, manslaughter, aggravated assault, kidnapping, robbery, or aggravated burglary.
 - c. All felony offenses, other than violence or sex offenses, within the past ten (10) years. Examples include, but are not limited to: drug offenses, theft, embezzlement, fraud, or child endangerment.
 - d. All misdemeanor violence offenses within the past ten (10) years. Examples include, but are not limited to: simple assault, battery, domestic violence, or hit and run.

- e. Two (2) misdemeanor drug or alcohol offenses within the past seven (7) years. Examples include, but are not limited to: driving under the influence, simple drug possession, drunk and disorderly conduct, public intoxication, or possession of drug paraphernalia.
 - f. Any other misdemeanor within the past five (5) years that would be considered a potential danger to children or is directly related to the functions of that volunteer. Examples include, but are not limited to: contributing to the delinquency of a minor, providing alcohol to a minor, or theft – if the volunteer is to handle money.
 - g. Any adult volunteer who has been charged with any of the disqualifying offenses above, and with a case pending in court, shall not be permitted to volunteer until the official adjudication of the case.
4. The Department shall require all adult volunteers to complete a background screening and to pay a fee to cover the background screening process. Exception: the cost of a background screening process fee shall be paid for by the Department for volunteers associated with Department's youth sports programs and activities.
 5. Sports officials/umpires working Parks and Recreation Department youth sports programs and activities shall pay the fee to cover the costs of the background screening process. Adult volunteers who have not successfully passed the background screening process shall not be allowed to officiate/umpire any youth sports/activities games, leagues, tournaments, etc.
 6. The City shall use a qualified entity to undertake the background screenings. The criteria set forth above shall be applied by the background screening entity. The background screening entity shall conduct the background screenings and provide the results to the Department.
 7. If the Department determines an adult volunteer does not meet the criteria set forth herein, the Department shall provide notice to the adult volunteer that they shall not be permitted to volunteer in any youth sports/activities program, league, tournament, etc.

Section II:

1. All partner youth sports/activities organizations shall comply with this Policy and shall not permit any adult volunteer who has not successfully passed the background check to participate as a volunteer with their organization. All volunteers associated with partner youth sports/activities organizations using City property shall comply with this Policy.

2. The youth sports/activities organization shall submit an affidavit, on a form provided by the Department (**see Exhibit A**), that the youth sports/activities organization shall not use any volunteer who has direct contact with youth sports/activities participants who has not undergone a background check as required by this Policy, or who failed the background check based upon criteria set forth in this Policy. Such affidavit shall be submitted to the Department Director or his designee prior to any youth sports/activities. Prior to the background checks, all volunteers shall submit the national background screening consent form (**see Exhibit B**).

3. In addition to the above requirements, and in accordance with this Policy, all youth sports organizations that are independent sanctioning authorities and that have athletic coaches who volunteer for a youth athletic team for twenty (20) or more hours within a calendar year shall provide evidence that a background check of the athletic coach has been conducted. An “independent sanctioning authority” means a private, nongovernmental entity that organizes, operates, or coordinates a youth athletic team, sport or activity, if the team includes one or more minors and is not affiliated with a private school.

Attachments:

Exhibit A – Affidavit Form

Exhibit B – National Background Screening Consent Form

Recommended by the Oklahoma City Park Commission: March 18, 2015.

Effective Date: March 18, 2015.



Douglas R. Kupper, CPRP, Director
Parks and Recreation Department

EXHIBIT A

City of Oklahoma City
Parks and Recreation Department

YOUTH SPORTS/ACTIVITIES BACKGROUND CHECK AFFIDAVIT

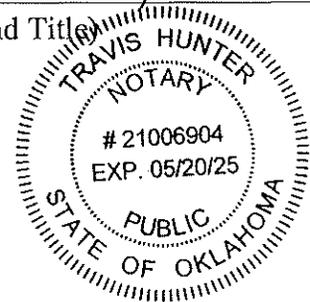
I, the undersigned, being first duly sworn, do hereby affirm, under oath and penalty of perjury, that the following statements are true:

1. I am 18 years of age or over and am a resident of the state of Oklahoma.
2. I am the Exec. Div (title) of OKC Dodgers Foundation (name of youth sports organization), and I have the authority to make the representations set forth within this Affidavit.
3. In accordance with the Oklahoma City Parks and Recreation Department Youth Protection Policy, volunteers who have direct contact with youth sports/activities participants have passed the criminal background check.
4. My organization will not use any volunteer who has direct contact with youth sports/activities participants who has failed, or not undergone, the criminal background check.

Executed this 17 day of Mar, 2022.

By [Signature]
(Signature)

By CARA HERRICK, Exec. Director
(Name and Title)



Oklahoma County)
) SS:
State of Oklahoma)

This instrument was acknowledged before me on this 17 day of March, 2022.

Notary Public Travis Hunter My commission expires 05/20/25.

EXHIBIT A

City of Oklahoma City
Parks and Recreation Department

YOUTH SPORTS/ACTIVITIES BACKGROUND CHECK AFFIDAVIT

I, the undersigned, being first duly sworn, do hereby affirm, under oath and penalty of perjury, that the following statements are true:

1. I am 18 years of age or over and am a resident of the state of Oklahoma.
2. I am the CEO (title) of USA Softball, Inc (name of youth sports organization), and I have the authority to make the representations set forth within this Affidavit.
3. In accordance with the Oklahoma City Parks and Recreation Department Youth Protection Policy, volunteers who have direct contact with youth sports/activities participants have passed the criminal background check.
4. My organization will not use any volunteer who has direct contact with youth sports/activities participants who has failed, or not undergone, the criminal background check.

Executed this 5th day of April, 2022.

By Craig A. Cress
(Signature)

By Craig A. Cress CEO
(Name and Title)

Oklahoma County)
) SS:
State of Oklahoma)

This instrument was acknowledged before me on this 5 day of April, 2022

Notary Public [Signature]

My commission expires

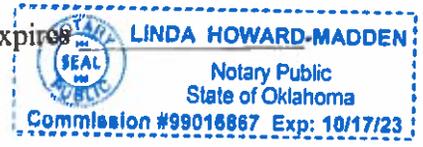


Exhibit B

Oklahoma City Parks and Recreation Department National Background Screening Consent Form

Applicant's **Legal** Name (printed):

Social Security Number: _____ Date of Birth: _____

Applicant's Address:

City: _____ State: _____ Zip: _____

I, _____, authorize and give consent for the Oklahoma City Parks and Recreation Department (Department) to obtain information regarding myself. This includes the following:

- Local & National Criminal Background Records/Information
- All 50 State Sex Offender Registries
- Full Address Trace
- Social Security Verification

I, the undersigned, authorize this information to be obtained, either in writing or via telephone, in connection with my application. Any person, firm or organization providing information or records in accordance with this authorization is released from any and all claims of liability for compliance. Such information will be held in confidence in accordance with the Department's guidelines.

By signing this document, I provide the Department my consent for an initial background check, as well as any subsequent background checks the Department deems necessary.

Print Name: _____ Date: _____

Signature: _____

Attachment D

Athlete Safety Procedures for USA Softball Event Organizers

(Attached)



Athlete Safety Procedures for USA Softball Event Organizers Updated: July 2021

Overview

The Athlete Safety Procedures for USA Softball Event Organizers outline what steps event organizers must take to pre-authorize event access for all volunteers, media, vendors, medical personnel, athlete assistants, coaches and umpires, etc. (hereafter, “Event Personnel”) and registered participants. Event organizers are encouraged to plan ahead to make sure all “Event Personnel” whose role requires them to have Regular Contact¹ or authority over athletes at a USA Softball sanctioned event, have completed the proper requirements related to USA Softball Background Screening, U.S. Center for SafeSport Training and USA Softball Membership. Additionally, Event Organizers will need to confirm all registered participants and Event Personnel are not listed on the USA Softball Exclusion List (the exclusion list includes individuals who have been banned, suspended or placed on an administrative hold). USA Softball and/or the U.S. Center for SafeSport may audit any USA Softball sanctioned event at any time to verify compliance either in person or through a request for compliance information.

It is the responsibility of each USA Softball event organizer and local association to monitor and enforce the requirements set forth in these procedures, which includes provisions for adhering to the USA Softball Background Screen Policy, [SafeSport Code](#) and [Minor Athlete Abuse Prevention Policy](#) (includes U.S. Center for SafeSport training requirements), is also included in the USA Softball Event Agreement, member terms and conditions, and local association member agreements terms and conditions.

The following requirements should be adhered to at all sanctioned USA Softball events to include local, state, regional, national, and international events. Event Organizers should determine which requirements Event Personnel and registered participants will need to complete prior to the event, depending on the structure of their event and that individual’s role at the event. Event Organizers should ask themselves the following questions in determining which requirements are necessary for which Event Personnel:

1. Does my USA Softball Sanctioned Event have minors (under age 18) competing?
2. Do Event Personnel have Regular Contact or authority over athletes, or will their contact be incidental and observable?

Section 1: Event Access Requirements for an Event with Minors Competing

¹ Regular Contact is defined as ongoing interactions during a 12-month period wherein an Adult Participant is in a role of direct and active engagement with any Minor Athlete(s).

Requirement: If the USA Softball Sanctioned Event **will** have minors competing, registered participants and Event Personnel, depending on their role, may be subject to the following requirements. These requirements must be completed **prior** to start date of the event:

1. [USA Softball Background Check Screening Policy](#)
2. [U.S. Center for SafeSport Training](#)
3. USA Softball Membership

Implementation: Event organizers will implement requirements based on Event Personnel roles as outlined below:

The following individuals are required to complete a USA Softball Background Screening, U.S. Center for SafeSport Training and must have a current USA Softball Membership prior to serving as Event Personnel:

- Officials – USA Softball Umpire
- Staff – USA Softball Staff, Local Association Staff, Tournament Directors, or Contractual Staff
- Coaches – Any individual with a coach credential or whose purpose at the event is to coach an athlete or athletes
- Registered participants – Adult athletes over age 18
- Athletic Trainers – Medical staff that provide massages or athletic modalities that are not in response to an injury

The following individuals are not required to complete a USA Softball Background Screening, U.S. Center for SafeSport Training (as long as contact with athletes is incidental and observable):

- Scorekeepers – Responsible for scoring management and results
- Media – Photographers, videographers and/or reporters
- Field Crew – Responsible for field set-up, maintenance and tear down
- Vendors – Businesses, sponsors or partners with an event booth
- Water Station Volunteers – Provides water bottles to event participants/staff
- Registration Volunteers – Processes athlete/event personnel check-in
- EMTs/Volunteer Medical – Provides emergency response medical support to event participants/staff

For all Event Personnel and registered participants, event organizers should:

1. Check individual names against the USA Softball Exclusion list, this is a list of all individuals in USA Softball who have been banned, suspended, or placed on an Administrative Hold. A list of all individuals in USA Softball who have been banned or suspended can be found on the [U.S. Center for SafeSport Centralized Disciplinary Database](#). A list of all Administrative Holds will be provided by USA Softball.
2. Provide a copy of the Minor Athlete Abuse Prevention Policies email to all registered participants and Event Personnel upon check-in. At check-in the Event Organizer should read this information to all Event Personnel. (see Section 2)

3. For any registered participant and Event Personnel listed above not required to complete U.S. Center for SafeSport Training, Event Organizer should distribute a copy of the MAAPP At-A-Glance Document (See Appendix 1) to each individual upon check-in.
4. Event Organizers must prohibit any registered participant and Event Personnel who have not completed the Center's training but is required to do so, from having regular contact and/or authority over minor athletes at all USAS sanctioned events or competitions.

Section 2: Communication of the Minor Athlete Abuse and Prevention Policy (MAAPP)

Requirement: Prior to each event, through the registration process or some other form of communication, all registered competitors and "Event Personnel" noted in Section 1, must receive a copy of the [USA Softball MAAPP](#).

Implementation:

- A. Event organizers must communicate to all registered participants and "Event Personnel" that they will be required to adhere to the [MAAPP](#) for the duration of the event. **This information must be communicated no earlier than 30 days prior to the event.** Event Organizers can send emails to registered teams (managers only) in the Tournament USA Softball membership platform by following these steps:
 1. Log in to your Tournament USA Softball account
 2. In the tiled menu, click "Complete Tournament List" underneath the "Registration Manager" section
 3. Scroll to the appropriate tournament
 4. Click the "View" button located to the far left of the tournament name
 5. In the smaller menu just above the list of registered teams, click the "Send Group Email" link
 - This method uses your computers or phones' default mailing application. If you have not set up a default mailing application, you will need to click the "Export CVS Report" link instead and utilize the copy and paste feature to transfer the email addresses to your preferred email platform.
 - The Tournament USA Softball platform does not send out emails; it merely provides a way to extract emails either automatically or manually.
- B. Please utilize the example copy below for this communication:

Dear (Athlete or Event Personnel),

USA Softball, in conjunction with policies formulated by the [U.S. Center for SafeSport](#), is committed to building a sport community where participants can work and learn together in an atmosphere free of emotional, physical, and sexual misconduct. Through education, resources, and training, the

U.S. Center for SafeSport helps members of the sport community recognize, reduce, and respond to misconduct in sport.

Education about child abuse, athlete abuse and bullying, helps everyone become more aware of unsafe situations and encourages discussions about methods to provide a safe and nourishing environment for all athletes. USA Softball encourages all members and all parents to participate in the SafeSport training. More information can be found on USASoftball.com.

The policies set forth in the [USA Softball Minor Athlete Abuse Prevention Policy \(MAAPP\)](#) are adopted by USA Softball and approved by the U.S. Center for SafeSport.

Who should report?

All individuals, regardless of membership with USA Softball, are encouraged to report suspected violations of the SafeSport Code. Adult Participants who are over the age of 18 are required to report suspected SafeSport Code violations related to or accompanying sexual misconduct. Adult Participants who fail to report SafeSport Code violations may be subject to disciplinary action.

USA Softball's designated 'Adult Participants' for SafeSport purposes include:

- National Office Staff
- National Teams, including:
 - o Staff, Coaches, Players, Athletic Trainers, Medical Personnel, and Umpires appointed by the NGB to international events
- Local Association Softball Officials, including:
 - o Board of Directors, Commissioners appointed by USA Softball, JO Commissioners appointed by the USA Softball Commissioners, Player Representatives appointed by USA Softball Commissioners, Umpires-In-Chief appointed by USA Softball Commissioners, National Championship Tournament Directors appointed by USA Softball or USA Softball Commissioners, and Umpires appointed by USA Softball to national championship events
- USA Softball's Local Association Members, including:
 - o Coaches and players over the age of 18

Pursuant to federal law, all adults authorized to interact with minor or amateur athletes who learn of facts that give reason to suspect that a child has suffered an incident of child abuse, including but not limited to sexual abuse, shall make a report of the suspected abuse to law enforcement and/or your state's designated agency within 24 hours. Reports of abuse not involving a minor may and should also be reported to local authorities.

To Report Non-Sexual Misconduct, including MAAPP Violations

Contact: Stephanie Brown, Screening & SafeSport Coordinator
Phone: 405-425-3444

Email: SafeSport@USASoftball.com

To Report Sexual Misconduct
Contact: [U.S. Center for SafeSport](#)
Phone: 720-531-0340
[Online Form](#)
[Crisis Support](#)

Kind Regards,

- C. Event Organizers are also highly encouraged to post the MAAPP Communication in published event information.
- D. Event organizers will be required to provide proof of [MAAPP](#) communication to registered participants **and** “Event Personnel” upon request from USA Softball. Event organizers may send a separate email to Event Personnel using the same text noted above. Event organizers should keep a record of the email to Event Personnel.
- E. Event Organizers should also post information on How to Report a MAAPP violation on any door that leads to an area that is not observable and interruptible (example restrooms/locker rooms etc.). Event organizers should also conduct random checks in these areas throughout the event to ensure areas remain safe.
- F. Provide a copy of the Minor Athlete Abuse Prevention Policies email and MAAPP-At-A-Glance to all Event Personnel and registered participants upon check-in if they did not receive it prior to the start of the event. At check-in the Event Organizer should read this information to all Event Personnel.

Section 3: USA Softball Organization Exclusion List – Verification

Requirement: Event organizers will be required to ensure any “Event Personnel” noted in Section 1 and 5, and/or competitors, are not currently listed USA Softball Exclusion list, this is a list of all individuals in USA Softball who have been banned, suspended or placed on an Administrative Hold. A list of all individuals in USA Softball who have been banned or suspended can be found on the [U.S. Center for SafeSport Centralized Disciplinary Database](#). A list of all Administrative Holds will be provided by USA Softball.

Implementation: Event organizers will need to manually check the final participant registration list against the USA Softball Organization Exclusion list. Any person on this list should be prohibited from participating at the event and from serving in an “Event Personnel” role.

Section 4: Adherence to the MAAPP

Requirement: Event organizers should proactively complete a risk assessment related to the [MAAPP](#) criteria and eliminate all vulnerabilities that may exist as related to the MAAPP when the event has minors registered as competitors.

Implementation: Per the MAAPP, event organizers should actively complete a risk assessment prior to each event to mitigate and/or eliminate applicable risks for:

- One on One Interactions
- Massage and Athletic Training Modalities
- Locker Rooms/Changing Areas
- Social Media/Messaging (Includes Texts and Emails)
 - No event communication should be sent to an individual minor athlete, but rather use group communications only and copy other adults, including the minor's parents.
- Local and Team Travel

Section 5: Event Access Requirements for an Event without Minors Competing

Requirement: If the USA Softball Sanctioned Event **will not** have minors competing, Event Personnel will be checked against the USA Softball's Exclusion list and, depending on their role, may be subject to the following requirements (these requirements must be completed **prior** to start date of the event):

1. [USA Softball Background Screening](#)
2. USA Softball Membership

Implementation: Event organizers will implement requirements based on Event Personnel roles as outlined below:

The following individuals will be required to complete USA Softball Background Screening, and have a USA Softball Membership:

- Officials – USA Softball Umpire
- Staff – USA Softball Staff, Local Association Staff, Tournament Directors, or Contractual Staff

The following individuals are not required to complete USA Softball Background Screening (as long as contact with athletes is incidental and observable):

- Coaches – Any individual with a coach credential or whose purpose at the event is to coach an athlete or athletes
- Scorekeepers – Responsible for scoring management and results
- Media – Photographers, videographers and/or reporters
- Field Crew – Responsible for field set-up, maintenance and tear down
- Vendors – Businesses, sponsors or partners with an event booth
- Water Station Volunteers – Provides water bottles to event participants/staff
- Registration Volunteers – Processes athlete/event personnel check-in

- EMTs/Volunteer Medical – Provides medical support to event participants/staff

In all instances event organizers should make sure adult participants and “Event Personnel” are not listed on the [U.S. Center for SafeSport Centralized Disciplinary Database](#).

Section 6: Event Personnel List

All event organizers should maintain a roster of Event Personnel and registered participants for each sanctioned event, to include their role and verification that they have each completed the necessary requirements set forth above, prior to the start date of the event. USA Softball Event Organizers must submit an Event Personnel list to USA Softball for every sanctioned event and retain the Event Personnel list for a minimum of 5 years for purposes of USA Softball audit, upon request.

For more information on these procedures please contact safesport@usasoftball.com.

Attachment E
ACKNOWLEDGEMENT AND GENERAL RELEASE

I acknowledge that I am a volunteer or participant of USA Softball, Inc., (Group) and have agreed to take part in the "USA Softball Rookie League of OKC" (League) to be held at Wheeler Park in Oklahoma City. I also acknowledge that I am not employed or contracted by Group or The City of Oklahoma City (City) to perform work or other tasks at the Location. I further acknowledge that I am at least eighteen (18) years of age and have no impairments that prevent me from performing such work or tasks.

I understand that this activity may involve strenuous physical exertion and carries inherent risks, including, but not limited to, property damage, personal injury, or death. I also understand that I can avoid these inherent risks by not volunteering or participating. I further understand that factors beyond my control, *including negligence*, may affect my safety. In signing this Acknowledgement and General Release (Release), I affirm that neither Group nor the City can guarantee my safety and that I participate willingly. If injured, I will rely solely on my own insurance or resources to cover any medical bills or other expenses or losses. I understand that no workers' compensation or third-party insurance will be available to me.

I hereby release Group, the City, and their agents, affiliates, successors, and assigns, from all liability related, in any way, to my volunteer activities or participation in the League.

Signed this ____ day of _____, 202__.

Print Name: _____ Signature: _____

NOTE: Upon request, Group shall provide copies of signed Releases to the City.

Attachment F
ACKNOWLEDGEMENT AND GENERAL RELEASE

I acknowledge that I am a volunteer or participant of the OKC Dodgers Baseball Foundation (Foundation) and have agreed to take part in the “OKC Dodgers Rookie League” (Program) to be held in Wheeler Park in Oklahoma City (Location). I also acknowledge that I am not employed or contracted by the Foundation or The City of Oklahoma City (City) to perform work or other tasks at the Location. I further acknowledge that I am at least eighteen (18) years of age and have no impairments that prevent me from performing such work or tasks.

I understand that this activity may involve strenuous physical exertion and carries inherent risks, including, but not limited to, property damage, personal injury, or death. I also understand that I can avoid these inherent risks by not volunteering or participating. I further understand that factors beyond my control, *including negligence*, may affect my safety. In signing this Acknowledgement and General Release (Release), I affirm that neither the Foundation nor the City can guarantee my safety and that I participate willingly. If injured, I will rely solely on my own insurance or resources to cover any medical bills or other expenses or losses. I understand that no workers’ compensation or third-party insurance will be available to me.

I hereby release the Foundation, the City, and their agents, affiliates, successors, and assigns, from all liability related, in any way, to my volunteer activities or participation in the Program.

Signed this ____ day of _____, 202__.

Print Name: _____ Signature: _____

NOTE: Upon request, the Foundation shall provide copies of signed Releases to the City.

Attachment G
ACKNOWLEDGEMENT AND GENERAL RELEASE
(For Children Under Eighteen (18) Years of Age)

I acknowledge that I and/or my child(ren) are volunteers or participants of USA Softball, Inc., (Group) and have agreed to take part in the "USA Softball Rookie League of OKC" (League) to be held at Wheeler Park in Oklahoma City. I also acknowledge that neither I nor my child(ren) are employed or contracted by Group or The City of Oklahoma City (City) to perform work or other tasks at the Location. I further acknowledge that I am at least eighteen (18) years of age and that neither I nor my child(ren) have any impairments that prevent us from performing such work or tasks.

I understand that this activity may involve strenuous physical exertion and carries inherent risks, including, but not limited to, property damage, personal injury, or death. I also understand that I and my child(ren) can avoid these inherent risks by not volunteering or participating. I further understand that factors beyond my control, *including negligence*, may affect our safety. In signing this Acknowledgement and General Release (Release), I affirm that neither Group nor the City can guarantee our safety and that we participate willingly. If I or my child(ren) are injured, I will rely solely on my own insurance or resources to cover any medical bills or other expenses or losses. I understand that no workers' compensation or third-party insurance will be available to us.

I hereby release Group, the City, and their agents, affiliates, successors, and assigns, from all liability related, in any way, to our volunteer activities or participation in the League.

Signed this ____ day of _____, 202__.

Print Name (Parent or Guardian): _____

Signature of Parent or Guardian: _____

Names of Children: _____ Age: _____

NOTE: Upon request, Group shall provide copies of signed Releases to the City.

Attachment H
ACKNOWLEDGEMENT AND GENERAL RELEASE
(For Children Under Eighteen (18) Years of Age)

I acknowledge that I and/or my child(ren) are volunteers or participants of the OKC Dodgers Baseball Foundation (Foundation) and have agreed to take part in the “OKC Dodgers Rookie League” (Program) to be held in Wheeler Park in Oklahoma City (Location). I also acknowledge that neither I nor my child(ren) are employed or contracted by the Foundation or The City of Oklahoma City (City) to perform work or other tasks at the Location. I further acknowledge that I am at least eighteen (18) years of age and that neither I nor my child(ren) have any impairments that prevent us from performing such work or tasks.

I understand that this activity may involve strenuous physical exertion and carries inherent risks, including, but not limited to, property damage, personal injury, or death. I also understand that I and my child(ren) can avoid these inherent risks by not volunteering or participating. I further understand that factors beyond my control, including negligence, may affect our safety. In signing this Acknowledgement and General Release (Release), I affirm that neither the Foundation nor the City can guarantee our safety and that we participate willingly. If I or my child(ren) are injured, I will rely solely on my own insurance or resources to cover any medical bills or other expenses or losses. I understand that no workers’ compensation or third-party insurance will be available to us.

I hereby release the Foundation, the City, and their agents, affiliates, successors, and assigns, from all liability related, in any way, to our volunteer activities or participation in the Program.

Signed this ____ day of _____, 202__.

Print Name (Parent or Guardian): _____

Signature of Parent or Guardian: _____

Names of Children: _____ Age: _____
_____ Age: _____
_____ Age: _____
_____ Age: _____

NOTE: Upon request, the Foundation shall provide copies of signed Releases to the City.