

# BANKS SCHOOL DISTRICT

## Facility Use Liability Release and Hold Harmless Addendum (Communicable Diseases including COVID-19)

Name of User (User): \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Facility being Requested: \_\_\_\_\_

Date of Use: \_\_\_\_\_

**Communicable Diseases Including COVID-19:** The novel coronavirus (COVID-19), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. While rules, guidance, and personal discipline may reduce this risk, the risk of serious illness and death does exist. **Banks School District (District) cannot completely mitigate the transfer of communicable diseases like COVID-19. The User understands there is some risk associated with using District facilities and assumes said risk. Use of District facilities includes possible exposure to and illness, injury, or death from infectious diseases including COVID-19.** The User understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention (CDC) guidelines; and federal, state, and local orders regarding COVID-19. The User acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments.

**Indemnification:** In consideration for use of the Banks School District's (District) property, the **User agrees to waive and discharge any and all claims against the District and release it from liability for any loss regardless of cause,** including claims for any negligent actions of the District or its employees or agents and any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of User's failure to follow the CDC, federal, state, or local orders or guidance regarding COVID-19 and that leads to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to COVID-19, to the fullest extent allowed by law, for User, its members, employees, agents, contractors, suppliers, or guests. The User also agrees to release, exonerate, discharge and Hold Harmless the District, its Board of Directors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from all liability, claims, causes of action, or demands, including attorney fees, arising out of injuries of any kind to User, or to its property, or losses of any kind which may result from or in connection with the use of the District's facility, up to and including injuries stemming from the negligent actions of the District or its employees or agents. **The User**

**certifies and represents that it has the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of itself and its members, employees, agents, contractors, suppliers, or guests.**

**Insurance:** The User understands that the District does not carry insurance for communicable diseases including COVID-19 and the User is financially responsible for any injuries arising from the User's activities and use of District facilities that are sustained by any communicable disease, including but not limited to, COVID-19.

**COVID-19 Termination:** Banks School District may terminate this Agreement immediately and without notice if it is found that the User has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments. Either the District or User may cancel this Agreement in the event of a COVID-19 related reason. In the event the User terminates this Agreement, the User remains responsible for the full amount of the facility use fee and this money will not be refunded to the User.

**User certifies to have read this document and fully understands its contents.**

Signature of Facility User or Authorized Representative:

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Printed Name:

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Date:

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