



Alexander Local School District

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COMMUNITY USE/RENTAL OF SCHOOL ATHLETIC FACILITIES WAIVER OF LIABILITY, INDEMNITY, AND ASSUMPTION OF RISK AGREEMENT

Organization/Individual (“User”) Name: _____ (Please Print)

On March 11, 2020, COVID-19, a highly contagious disease that is spread through person-to- person contact was declared a worldwide pandemic by the World Health Organization and on March 13, 2020, U.S. President Donald Trump declared the COVID-19 outbreak a national emergency. On March 12, 2020, the Director of the Ohio Department of Health (“ODH”) ordered K-12 schools to close. On March 17, 2020, the Director of ODH ordered all entertainment, recreation, and gymnasiums to close until this order is rescinded or modified. On April 29, 2020, the Director of ODH ordered that all K-12 schools remain closed through June 30, 2020 due to COVID-19. On May 22, 2020, the Director of ODH rescinded the March 17, 2020 order prohibiting recreational facilities and gymnasiums from opening. Educational entities are permitted to allow individuals and organizations to use or rent its facilities.

Given the widespread outbreak and the possibility of COVID-19 being contracted, federal, state, and local governments, and federal and state health agencies, recommend social distancing and have, in many locations, prohibited or limited the congregation of groups of people. As a result, the Alexander Local School District Board of Education (“Board”) has put in place preventative measures to reduce the spread of COVID-19. Even with these measures, cannot guarantee that individuals will not become infected with COVID-19.

By signing this agreement, the User agrees as follows:

1. Rental and use of the Board’s facilities, building, equipment or other property described and limited as follows _____

_____ (“Facilities”) is voluntary.

2. In consideration for being permitted to rent the Facilities of the Board, the User assumes all responsibility for compliance (by the User, any participants, and spectators) with any and all Orders of the Governor, Ohio Department of Health, local health department, and law enforcement as well as all safety and social distancing protocols as described in Board’s Social-Distancing Procedures (as attached).
3. The User, and the undersigned, on behalf of himself or herself, participants, spectators, heirs, and next of kin hereby acknowledges, agrees and represents that he or she has inspected and carefully considered the Facilities and that the undersigned finds and accepts the same as being safe and reasonably suited for the User’s purposes.

4. The User, its participants, and spectators acknowledge the contagious nature of COVID-19. The User understand it is the User's sole responsibility to evaluate carefully all risks inherent in using and renting the Facilities, and that by signing this Agreement and/or using the Facilities, the User knowingly and voluntarily assume full responsibility and the risks that the User, its participants, and spectators may be exposed to or infected by COVID- 19 by using the Facilities, and that such exposure or infection may result in personal injury, illness, permanent disability, death, or any other expense or damage. The User further acknowledges that use of the Facilities may involve inherent danger and risk, including, without limitation, the risk of exposure to viruses, including COVID-19, physical illness or injury, death or property damage. The User hereby knowingly and voluntarily assumes full responsibility for, and risk of exposure, illness, bodily injury, death, or property damage that may occur as a result of the User, its participants, and spectators accessing or using the Facilities.
5. The User agrees, represents, and warrants that neither the User, nor any of its participants, or spectators shall visit or utilize the Facilities if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The User agrees to notify the Board immediately if he or she believes that any of the foregoing access/use restrictions may apply. The User agrees to notify the Board immediately if he or she believes that any of its participants, spectators, or attendees using the Facilities have tested positive for COVID- 19.
6. The User and any participants and spectators understand that the risk of becoming exposed to or infected by COVID-19 at the Facilities may result from the actions, omissions, or negligence of him/herself, participants, spectators, and others, including, but not limited to, Board staff, students, or volunteers.
7. The User releases, waives, discharges, and covenants not to sue the Board, its members, employees, volunteers and agents for, any and all liability to the User, members, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participants, and spectators who may contract or suspect they have contracted COVID-19, directly or indirectly, whether caused by the negligence, or other action by the Board or its employees while the User, its participants, and spectators accessed the Facilities.
8. The User will require **EACH** participant and spectator to sign a release and waiver as attached.
9. The User agrees to indemnify, defend and hold harmless the Board, its members, employees, volunteers and agents, and each of them, from any and all claims, causes of action, loss, liability, damages or costs they may incur, including reasonable attorney fees, whether caused by the negligence of, or otherwise related to, the User, its participants, and spectators access to the Facilities.
10. This Waiver of Liability, Indemnity, and Assumption of Risk Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the remaining provisions of this Agreement shall, notwithstanding, continue in full legal force and effect. The User, and the undersigned, on behalf of himself or herself, participants, spectators, heirs, and next of kin, have read the above carefully, understand its significance, and voluntarily agree to all of the terms of this Waiver of Liability, Indemnity, and Assumption of Risk Agreement.

Organization

Signature

Printed Name

Date

Emergency Contact Name: _____

Emergency Contact Number: _____