

# COVID Disclosure and Release Facilities Use Agreement Addendum

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## COVID DISCLOSURE AND RELEASE

### FACILITIES USE AGREEMENT ADDENDUM DURING COVID-19 PANDEMIC

User Name: \_\_\_\_\_ Date: \_\_\_\_\_

User Representative: \_\_\_\_\_ Tel: \_\_\_\_\_

School/Facility: \_\_\_\_\_

### **COVID-19 NOTICE FROM The Bainbridge Island School District 303**

The novel coronavirus (“COVID-19”) has been classified by the World Health Organization as a global pandemic and has spread across the state of Washington. COVID-19 is a new disease and the state of scientific and medical knowledge regarding COVID-19 is limited and evolving. There remain unknowns regarding how the disease is spread and contracted and there is currently no known treatment, cure, or vaccine for COVID-19. COVID-19 is reported to be highly contagious and spread easily from person to person. **COVID-19 may result in serious illness, debilitating injury, or death.** Older adults and people of any age, including children, who have serious underlying medical conditions might be at higher risk for severe illness or death from COVID-19.

The District has put in place measures in an effort to reduce the spread of COVID-19. However, notwithstanding any such efforts, it is not possible to guarantee that COVID-19 is not present nor to prevent users of its facilities from exposure to, contracting, or spreading COVID-19. By entering District premises, the user of this facility (“User”) and the User’s employees, agents, contractors, subcontractors, invitees, licensees, and guests (“Visitors”) are exposed to the risk of contracting or spreading COVID-19. Certain activities associated with greater rates of disease transmission which expose Visitors to a high risk of exposure to, contracting, or spreading COVID-19. Activities that may pose a high risk for COVID-19 include (but are not limited to): singing, choir, exercise, athletics, any activity where people are closer than 6 feet apart, and any large gathering of people indoors.

### **USER’S WAIVER OF LIABILITY AND AGREEMENT TO DEFEND, INDEMNIFY, AND HOLD HARMLESS**

**Waiver of Liability:** In consideration for the use of District premises, User voluntarily agree to waive and discharge any and all claims against the District related to or arising out of COVID-19, and voluntarily release the District from liability for any exposure to or illness or injury from COVID-19, including claims for negligent actions of the District or its employees, agents, representatives, and volunteers related to or arising out of COVID-19, to the fullest extent allowed by law.

**Indemnification/Hold Harmless:** In consideration for the use District premises, User voluntarily agrees to indemnify, defend, and hold the District and its employees, agents, representatives, and volunteers harmless from and against from and against any and all claims, damages, demands, actions, lawsuits, liens, liabilities, penalties, fines, or other such proceedings including, without limitation, for personal injuries, loss of life, or property damage related to or associated with COVID-19 (collectively “Claims”), and shall pay all costs and reasonable attorney’s fees incurred in the defense thereof, for any Claim (a) arising in whole or in part out of any use, occupancy, or occurrence in, on, at or from District property or facilities, (b) arising in whole or in part out of any act, omission or negligence of User, its officers, employees, agents, contractors, subcontractors, invitees, licensees, (c) advanced or prosecuted by any Visitor, officer, employee, agent, contractor, invitee, or licensee of the User; or (d) arising in whole or in part out of any breach or default by User under this agreement; provided that User shall not be liable to the District if and to the extent such Claims arise out of the gross negligence or willful misconduct of the District. Solely for the purpose of effectuating the indemnification obligations under this Lease, and not for the benefit of any third parties (including but not limited to employees of User), User specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW.



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*By signing below, the parties acknowledge that they have read and the foregoing subsection and that it was specifically and mutually negotiated.*

\_\_\_\_\_  
User's authorized representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
District's authorized representative

\_\_\_\_\_  
Date