

**CITY FACILITY USE ACKNOWLEDGEMENT, WAIVER OF LIABILITY INCLUDING
COVID-19 ISSUES**

THIS CITY FACILITY USE ACKNOWLEDGEMENT (“Acknowledgement”) is made and entered into as of the ___ day of _____, 2021, by _____, hereinafter referred to as “User.”

1.1 User’s Sole Responsibility to Maintain Effective Infection Control. User hereby agrees and acknowledges that prior to utilizing any City facility, User shall submit an operating plan to outline User’s safety measures to protect against COVID-19 for their patrons when utilizing any City facility (“Plan”). The User’s Plan must be approved by the City before User can commence use of any City facility. While utilizing any City facility by the User, the User is solely responsible for maintaining and enforcing effective infection control to help reduce the risk of contracting COVID-19. Such responsibility only applies to areas of the City facility(ies) over which User has control. At a minimum, the User must adhere to their approved Plan, any applicable City, County, State or Federal guidelines, or policies, and the Center for Disease Control and Prevention’s (CDC) recommendations, and industry standards to reduce the potential exposure to COVID-19, including without limitation, requiring proper social distancing, requiring an appropriate mask or face covering when around other people and unable to engage in social distancing, provide proper hand disinfections, engage in proper screening of people utilizing the City facility, including, without limitation, clients, users, players, officials, spectators, coaches, training staff and other third parties, routinely clean and disinfect work areas and frequently touched surfaces. User agrees and acknowledges the City will not be responsible for implementing, or enforcing, effective infection control nor disinfecting areas utilized by the User.

1.2 User’s Indemnification. I hereby agree to **FULLY INDEMNIFY, SAVE AND HOLD HARMLESS** City from and against any and all third party claims, charges, demands, liabilities, causes of action, losses, damages, judgments, costs and expenses (including reasonable attorney’s fees and costs) of any kind whatsoever incurred by reason of any breach, threatened breach, or claim of breach of any of my representations, warranties, obligations and agreements contained in this Agreement, and/or arising out of, alleged to arise out of, as a result of, alleged as a result of or in any manner connected with User’s use of the City facility, and/or the spread of disease and/or viruses including, without limitation, COVID-19, whether caused in whole or in part by all forms of negligence, active or passive, of the City or otherwise.

1.3 Covenant Not to Sue. I acknowledge and agree that I will not initiate, participate in, file or assert any action, proceedings, lawsuit, claim or cause of action (whether common law, statutory, federal, legal, civil, criminal or equitable) against the City for any event or other occurrence with respect to and/or arising out of any claims related to or arising in connection with User’s use of City facilities. This covenant not to sue is intended to have the broadest interpretation possible.

IN WITNESS WHEREOF, the User has caused this Acknowledgement and Waiver of Liability to be duly executed as of the date first above written.

USER
By: _____
Print Name: _____
Title: _____