

## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT FOR USE OF INDOOR AND OUTDOOR FACILITIES

\_\_\_\_\_, (“Third Party”) is entering Salem-Keizer School District (“District”) property to use the District’s facilities for the purpose of hosting or participating in various activities (“Activities”). In consideration for receiving permission to enter the property and use the District’s facilities, Third Party hereby acknowledges and agrees to the following:

1. Third Party understands the hazards of the novel coronavirus (“COVID-19”) and is familiar with the Centers for Disease Control and Prevention (“CDC”), the Oregon Health Authority (“OHA”) guidelines, the Oregon Governor’s executive orders and guidelines, and the county requirements and guidelines for the county in which the facilities are located (collectively the “Guidelines”) regarding COVID-19. Third Party acknowledges and understands that that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the Guidelines are regularly modified and updated. Third Party accepts full responsibility for familiarizing itself with the most current Guidelines and agrees to adhere with the Guidelines at all times. Third Party acknowledges that the Guidelines may include social distancing policies, mask wearing requirements, additional sanitary requirements before and after use, vaccination requirements or prohibited activities during any stay at home or county risk level assessment, and Third Party expressly agrees to adhere with any and all requirements, as they may be modified from time to time.
2. Third Party understands and agrees that the District shall not be responsible for sanitizing the facilities prior to or after Third Party’s use. Third Party agrees to designate a person or persons to thoroughly sanitize the District’s facilities before and after each, or more frequently if needed, to remain in compliance with the Guidelines.
3. Third party agrees to supply the District with proof of any COVID-19 related insurance or, alternatively, increased standard liability insurance limits that the District, in its sole discretion, may request.
4. Third Party represents and warrants that it will cause all employees, volunteers, agents and officers, as well as all of its participants, invitees, spectators, guests and visitors (collectively “Third Party Spectators”) to adhere to the Guidelines at all times, as those Guidelines may be amended from time to time. If any Third Party Spectators are under the age of eighteen, Third Party is solely responsible for ensuring both the minor and their parent(s) or legal guardian(s) are in compliance with the Guidelines at all times while on District property or while using the District’s facilities.
5. Third Party represents and warrants that it will require all Third Party Spectators to agree in writing to adhere to the Guidelines at all times while located on the District’s property, prior to such Spectators entering the District’s property. Third Party further represents and warrants that it is solely responsible for overseeing and ensuring that all Third Party Spectators adhere with the Guidelines at all times while using the District’s facilities. Third Party takes sole responsibility for remedying any actions in violation of the Guidelines, whether that responsibility is financial and otherwise.

6. Third Party acknowledges and fully assumes the risk of illness or death related to COVID-19 arising from it being on the District's property and participating in the Activities. Third Party hereby RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE (on behalf of itself and the Third Party Spectators) the District, its owners, officers, directors, agents, employees or assigns from any liability related to COVID-19 which may occur as a result of it using the District's property and facilities, whether or not such liability arose during the course of the Activities or otherwise. Third Party represents and warrants that it will require all Third Party Spectators to agree to the same in writing prior to entering the District's facilities.
  
7. Third Party voluntarily agrees to indemnify, defend and hold harmless the District from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or any other injury arising from use of the District's facilities and the Activities including, but not limited to, liability and claims arising from the District's negligent acts. Third Party also agrees to repair or reimburse the District, at the District's sole discretion, any damage to any of the District's property caused in whole or in part, directly or indirect by Third Party's use of the District's facilities. Third Party agrees to these actions to the fullest extent allowed by law. "Salem-Keizer School District" includes its Board of Directors, the individual members thereof, and its officers, agents, employees, volunteers, and representatives. "Liability and claims" means demand for any value or benefit, such as lawsuits, tort claims, insurance claims, causes of action, fines, fees, and costs.
  
8. It is Third Party's intent that this Waiver of Liability and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the Salem-Keizer School District.
  
9. This Agreement is intended to be as broad and inclusive as permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

**THE UNDERSIGNED CERTIFIES AND REPRESENTENTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF THIRD PARTY. THIRD PARTY HAS READ THIS AGREEMENT IN ITS ENTIRETY AND AGREES TO BE BOUND BY ITS TERMS.**

Dated: \_\_\_\_\_

**THIRD PARTY**

By \_\_\_\_\_  
 Its \_\_\_\_\_