



CITY of CALABASAS

**CITY OF CALABASAS
FACILITY RENTAL COVID-19 ACKNOWLEDGEMENT RELEASE AND WAIVER**

_____ executes this FACILITY RENTAL COVID-19 ACKNOWLEDGEMENT RELEASE AND WAIVER (“COVID-19 RELEASE”), in consideration of the City of Calabasas entering into a Rental Contract with _____ for the rental of the City Facility.

City Facility: _____
Description of Function: _____
Date(s) of Rental: _____
Maximum number of attendees: _____

In executing this COVID-19 RELEASE, the undersigned acknowledges, understands, represents and covenants as follows:

1. 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. It is believed that an asymptomatic individual can be infected with and transmit COVID-19 without their knowledge. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing.
2. The City of Calabasas cannot guarantee that you, your guests, or anyone else will not become exposed to or infected with COVID-19 as a result of participating in an event, activity, or program on City property or in City facilities.
3. All participants in recreational activities must comply with safety measures and social distancing must be practiced and face coverings worn at all times for recreational activities held indoors to reduce the risks of exposure to COVID-19. Masks are not required for activities held outdoors. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, the City has put in place preventative measures to reduce the spread of COVID-19. Safety measures are subject to change or revision in accordance with state and local guidance.
4. I have direct knowledge of, have read and understand the guidelines and protocols which have been issued by the Centers for Disease Control and Prevention, the California State Department of Health, the Executive Orders of the Governor of California and the Los Angeles County Department of Health, for decreasing the risk of COVID-19 transmission,

including the wearing of masks, hand washing and social distancing (together, the “Guidelines “). I recognize that the Guidelines change frequently and are subject to modifications and revisions. I understand the increased risk to Attendees and other persons attending the Function or otherwise present in, on or about the City Facility of contracting COVID-19.

5. I accept responsibility for requiring all Attendees, vendors, guests, volunteers, employees and other persons attending the Function or otherwise present in, on, or about the City Facility for any reason to follow the Guidelines at all times prior to, during, and following the Function, while on City of Calabasas property.
6. I represent that I have the complete and unrestricted legal capacity and authority to execute this COVID-19 RELEASE INDIVIDUALLY and to bind and obligate MYSELF to each of the terms hereof.
7. I acknowledge and agree that there are certain risks associated with sponsoring and holding the Function at the City Facility, including but not limited to the following risks: (a) exposure to or contraction of COVID-19 by the Attendees or other persons present at the Function or in, on or about the City Facility for any reason; (b) the increase in the risk to such exposure or contraction caused by or resulting from the intentional or negligent acts or omissions to act (whether passive or active) of City of Calabasas employees, staff members, volunteers, representatives, agents, or by other Attendees or individuals present at the Function in, on or about the City Facility for any reason; (c) the risk of property damage, personal injury, disability, death or other loss of any kind or nature to the Attendees or other persons present at the Function or in or about the City Facility for any reason ,which is caused by or results from exposure to or contraction of COVID-19 and (d) the risk of property damage, personal injury, disability, death or other loss of any kind or nature to Attendees or other persons present at the Function or in, on or about the City Facility for any reason which is unrelated to COVID-19 (including risks which are caused by or result from the intentional or negligent acts or omissions to act (whether active or passive) of City employees, staff members, volunteers, representatives, agents or by other Attendees or individuals present at the Function or in, on or about the City Facility for any reason).
8. Notwithstanding my acknowledgement and understanding of the above-described risks, I desire to rent and occupy the City Facility for the purpose of holding the Function and, in consideration thereof: (a) I voluntarily and willingly assume sole and complete responsibility for the above-described risks and any other risks which may be encountered by any Attendee or other person present at the Function or in, on or about the City Facility for any reason: and (b) I hereby forever release, waive, discharge, covenant not to sue, hold harmless and indemnify the City of Calabasas and its respective officers, directors, members, employees, staff members, volunteers, representatives, agents, departments and divisions (each a “ Releasee/Indemnatee “ and together the “ Releasees/Indemnitees”) from or in connection with any property damage, personal injury, disability, death or loss of any kind or nature which any Attendee or other person present at the Function or in, on or about the City Facility for any reason may suffer directly or indirectly from either : (a) such Attendee’s or other person’s exposure to or contraction of the novel corona virus/COVID-

19 or any related illness in connection with such Attendee or other person's presence at the Function or in, on or about the City Facility (notwithstanding such exposure or contraction being associated with or routinely from the failure by any Releasee to observe or enforce social distancing requirements or any other Guideline; or (b) such Attendee's or other person's presence at the Function or in, on or about the City Facility unrelated to exposure to or contraction of the novel corona virus/COVID-19 (whether or not such loss is caused by the result of the intentional or negligent act or omission of any Releasee).

9. I attest that guests, vendors, employees, and other attendees will be restricted from the event if they have been diagnosed with COVID-19, are experiencing symptoms associated with COVID-19 or have been in close proximity with anyone that has.
10. By signing this agreement, I represent that I will adhere to the aforementioned preventive measures according to Los Angeles County and the City of Calabasas. Further, on my behalf, by signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that each instructor may be exposed to or infected by COVID-19 by participating in recreation activities/training and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Further, on my behalf, I hereby release, waive, covenant not to sue, discharge, and hold harmless the City of Calabasas, its employees, agents, and representatives, of and from any such liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the City, its employees, agents, and representatives.
11. Section 1542 of the Civil Code of the State of California provides as follows: "A General Release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release which if known by him must have materially affected his settlement with the debtor." I hereby represent that I have read and understand Civil Code Section 1542 and that I hereby waive all present and future rights and benefits under Section 1542 to the extent it would permit claims arising from my rental of the City Facility, including without limitation, any based on facts found to be different from the facts believed to be true at the time this Release and Waiver of Liability was executed.
12. To the extent that I, individually, or my heirs, guardians, legal representatives or assigns bring a claim of any kind whatsoever against the City of Calabasas, I agree that this Release and Waiver of Liability is to be construed under the laws of the State of California, and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. Any claims or causes of action arising out of or related to participation in recreation activities/training, of which I am voluntarily participating, shall be tried exclusively in the Superior Court of Los Angeles County.
13. I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS COVID-19 RELEASE AND GENERAL RELEASE AND AGREE THAT NO REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, WRITTEN OR ORAL, WHICH ARE NOT EXPRESSLY CONTAINED IN THIS COVID-19 RELEASE AND GENERAL RELEASE HAVE BEEN MADE. I AM AWARE THAT IN EXECUTING THIS COVID-

19 RELEASE I AM FORFEITING VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE CITY OF CALABASAS, WHETHER CAUSED BY PROPERTY DAMAGE, PERSONAL INJURY, DISABILITY, DEATH AND OTHER LOSS OF EVERY KIND AND NATURE WHICH RELATES DIRECTLY TO EXPOSURE TO OR CONTRACTION OF COVID-19 BY ATTENDEES AND OTHER PERSONS PRESENT AT THE FUNCTION OR IN, ON OR ABOUT THE CITY FACILITY OR OTHERWISE CAUSED. I EXPRESSLY UNDERSTAND AND AGREE THAT THIS COVID-19 RELEASE IS A PROMISE BY ME NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS WHICH MAY OTHERWISE BE ASSERTED BY ME, ON MY BEHALF, OR BY ANY OTHER PARTY ASSOCIATED WITH THE EVENT.

I have read and understand the terms and provisions of this COVID-19 RELEASE and agree that I am bound in all respects by the terms hereof.

Signature:

Date:
