

City of Healdsburg

COVID-19 Liability Waiver for Facility Use

I hereby certify that I _____ (Name) am the authorized Permittee and that I have read the below waiver and am authorized to agree to its provisions.

The Permittee understands and assume all risks presented by the novel Coronarvirus, COVID-19, including but not limited to personal injury, illness, and death of any person attending an event sponsored, organized, or promoted by the Permittee on any City property. The Permittee hereby releases, covenants not to sue, discharges and holds harmless the City, its employees, agents, and representatives of and from any of the aforementioned claims, whether a COVID-19 infection occurs before, during, or after the Permittee's use of the subject property.

The Permittee agrees to defend, indemnify, and hold the City and its officers, elected officials, employees, agents and volunteers harmless from and against any and all liability, claims, loss, cost, damage, injury, expense, and liability of every kind, nature and description, where the same arise out of, are a consequence of, or are attributable to, in whole or in part, Permittee's use of the subject property, including but not limited to any claims or lawsuits arising out of any person's exposure to COVID-19, in any way related to Permittee's use of the subject property.

Permittee accepts sole responsibility for enforcing any County or State requirements and safety measures related to COVID-19, and further indemnifies the City against any claims or lawsuits related to the failure to enforce or inadequacy or said requirements and safety measures.

I have read and fully agree to the terms of this LIABILITY WAIVER. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, and without inducement. My signature is proof of my intention to execute this LIABILITY WAIVER.

Name of Permittee (printed)

Signature

Organization (If applicable)

Date