



Bellbrook Sugarcreek Park District COVID-19 User Agreement

I have elected to utilize the premises of the Bellbrook Sugarcreek Park District on/from _____, 2020 for _____ ["my event"].

I understand the hazards of the novel coronavirus (COVID-19) and am familiar with the Centers for Disease Control and Prevention (CDC) guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to hold my event, participate in the event and/or utilize a Bellbrook Sugarcreek Park District Facility. I will follow the applicable laws and guidelines during the event and my time on the premises.

I acknowledge that no one, including Bellbrook Sugarcreek Park District, has made or makes any representations or warranties regarding the facilities, that the facilities are in any way subject to or compliant with any current or future standard regarding being free from contaminants of any kind, including COVID-19, and that anyone attending my event may well be exposed to COVID-19 and that I fully assume the risk of illness or death related to COVID-19 for any attendee arising from my being on the premises or from using the Facility and participating in the event there and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Bellbrook Sugarcreek Park District, its officials, elected or otherwise, agents, employees, contractors, and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my being on the premises, using the Facility, and/or participating in the event.

I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, reasonable attorneys' fees, costs and disbursements, whether of in-house or outside counsel and 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 injury. This Waiver 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 above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of Ohio.

I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES, TO USE THE FACILITY, AND TO PARTICIPATE IN THE EVENT.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Signature

Print

Date

Organization Name (if applicable)