

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT RELATING TO NOVEL CORONA VIRUS/COVID-19 AND GENERAL RELEASE RELATING TO RENTAL AND USE OF PARK FACILITY. – BUSINESS/ORGANIZATION VERSION

_____ individually as the duly authorized and empowered _____ (position) of _____ (business/ organization name) executes this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT RELATING TO NOVEL CORONA VIRUS/COVID-19 (“ COVID-19 RELEASE “) AND GENERAL RELEASE RELATING TO RENTAL AND USE OF PARK FACILITY (“ GENERAL RELEASE “), in consideration of the **City of Fort Wayne Department of Parks and Recreation (“ FWPRD “)** entering into a Rental Contract with _____ (business/organization name) for the rental of the Park Facility.

Park Facility: _____
Description of Function: _____
Date(s) of Rental: _____
Maximum Number of Attendees _____

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

1. I am executing this COVID-19 RELEASE and GENERAL RELEASE in my capacity as the _____ (position) at _____ (business/organization name) (corporation, limited liability company, partnership, association (“Entity“)) and have been duly authorized and empowered by Entity to execute this COVID-19 RELEASE and GENERAL RELEASE in the name of Entity and by such execution to bind and obligate Entity to the performance of each of the covenants and obligations contained herein.
2. The novel corona virus/ COVID-19, has been declared a world pandemic, is EXTREMELY CONTAGIOUS, and is believed to spread primarily through person-to-person contact.
3. 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 Indiana State Department of Health, the Executive Orders of the Governor of Indiana and the Allen County Department of Health, for decreasing the risk of the corona virus/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 Park Facility of contracting the novel corona virus/COVID-19.
4. **Entity** accepts responsibility for requiring all Attendees and other persons attending the Function or otherwise present in, on, or about the Park Facility for any reason to follow the Guidelines at all times prior to, during, and following the Function, while on FWPRD property.
5. I represent that I have the complete and unrestricted legal capacity and authority to execute this COVID-19 Release and General Release **on behalf of Entity** and to bind and obligate **Entity** to each of the terms hereof.
6. I acknowledge and agree that there are certain risks associated with sponsoring and holding the Function at the Park Facility, including but not limited to the following risks: (a) exposure to or contraction of the corona virus/COVID -19 by the Attendees or other persons present at the Function or in, on or about the Park 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 FWPRD employees, staff members, volunteers, representatives, agents or by other Attendees or individuals present at the Function in, on or about the Park 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 Park Facility for any reason ,which is caused by or results from exposure to or contraction of the novel corona virus/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 Park Facility for any reason which is unrelated to the novel corona virus/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 FWPRD employees, staff members, volunteers, representatives, agents or by other Attendees or individuals present at the Function or in, on or about the Park Facility for any reason).
7. Notwithstanding Entity’s acknowledgement and understanding of the above-described risks, **Entity** desires to rent and occupy the Park Facility for the purpose of holding the Function and, in consideration thereof: (a) **Entity** voluntarily and willingly assumes 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 Park Facility for any reason; and (b) **Entity** hereby forever releases, waives, discharges, covenants not to sue, holds harmless and indemnifies FWPRD, the City of Fort Wayne Board of Park Commissioners (“ BPC “), the City of Fort Wayne, Indiana (“ City “) and each of their respective officers, directors, members, employees, staff members, volunteers, representatives, agents, departments and divisions (each a “ Releasee/Indemnitee “ 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 Park 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 Park 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 Attendees or other person’s presence at the Function or in, on or about the Park 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).
8. 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 AND GENERAL RELEASE **ENTITY** IS FORFEITING VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM FWPRD, BPC AND THE CITY, 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 THE NOVEL CORONA VIRUS/COVID 19 BY ATTENDEES AND OTHER PERSONS PRESENT AT THE FUNCTION OR IN, ON OR ABOUT THE PARK FACILITY OR OTHERWISE CAUSED. **ENTITY** EXPRESSLY UNDERSTAND AND AGREE THAT THIS COVID-19 RELEASE AND GENERAL RELEASE IS A PROMISE BY **ENTITY** NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS WHICH MAY OTHERWISE BE ASSERTED BY **ENTITY** OR ON **ENTITY’S** BEHALF BY ANY OTHER PARTY.

I have read and understand the terms and provisions of this Release and Waiver of Liability, Assumption of Risk and Indemnity Relating To Novel Corona Virus/COVID-19 and General Release Relating to Rental and Use of Park Facility and agree that Entity is bound in all respects by the terms hereof.

Name of ENTITY: _____

By: _____ (Written signature)

_____ (Printed signature)

Its: _____ (Official capacity)

Date: _____