



## **ORGANIZATION FACILITY RENTAL LIABILITY WAIVER**

Notice: THIS IS A LEGALLY BINDING AGREEMENT: Read this document solicit and its entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your rental of facilities in City of University City (University City) for programs/activities now or at any time in the future.

### **ASSUMPTION OF RISK**

\_\_\_\_\_ hereby acknowledges and agrees that renting of facilities in University City comes with inherent risks. \_\_\_\_\_ have full knowledge and understanding of the inherent risks associated with renting University City facilities, including but in no way limited to: (1) slips, trips and falls (2) athletic injuries, (3) aquatic injuries, (4) illness, including exposure to and infection with viruses or bacteria.

\_\_\_\_\_ further acknowledge that the preceding list is not inclusive of all possible risks associated with program participation and facility use and that said list in no way limits the operation of this agreement.

### **CORONAVIRUS/COVID -19 WARNING DISCLAIMER, AND CUSTOMER WARRANT**

Coronavirus, Covid-19 is an extremely contagious virus that spreads easily through person to person contact. Federal and State authorities recommend social distancing to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability and death. Leasing University City facilities or participating in programs/activities could increase the risk of contracting COVID -19. University City in no way warrants that COVID -19 infection will not occur through the lease of University City facilities or participation in programs/activities.

The undersigned hereby agrees, represents and warrants that neither the undersigned organization/individual nor such participating individuals shall visit or utilize the facilities, services of University City within 14 days after (1) returning from highly impacted areas subject to a CDC level 3 Travel Health Notice (2) exposure to any person returning from area subject to a CDC level 3 travel health notice or (3) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed.

The undersigned agrees to check the CDC travel health network notices list prior to utilizing the facilities of University City, on a daily basis if necessary. The undersigned hereby agrees, represents and warrants that neither the undersigned organization/individual nor such participating individuals shall visit or utilize the facilities of University City if he or she (1)

experience symptoms of COVID -19, including , without limitation, fever, cough, or shortness of breath, or (2) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify University City immediately if he or she believes that any of the foregoing access/use restrictions may apply. The undersigned acknowledges and assumes both the known and potential dangers of utilizing the facilities of University City and acknowledges that use thereof by the undersigned organization/individual and/or such participating individuals may, despite the University City reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability and/or death.

The undersigned has read, understands, and agrees to abide by and enforce all St. Louis County Health Department Guidelines for their facility use and permit length. The undersigned understands it is their full responsibility, as permit holder, that anyone participating within their permit must abide by the mentioned guidelines and is the permit holder's duty to enforce the guidelines. Failure to abide by the mentioned guidelines will result in removal from facilities, cancelled permits, and forfeiture of any monies or refund.

In consideration of \_\_\_\_\_ use of University City facilities, \_\_\_\_\_, the undersigned lessee, knowingly and voluntarily agrees to release and on behalf of my organization, myself, any participating individuals, my heirs, representatives, executors, administrators and assigns HEREBY DO RELEASE UNIVERSITY CITY, its officers, directors, employees, volunteers, agents, representatives and insurers from any cause of action, claims, or demands of any nature whatsoever including, but in no way limited to , claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against University City on account of personal injury, property damage, death, or accident of any kind, arising out of or in any way related to the use of University City facilities/equipment or whether that participation is supervised or unsupervised, however the injury or damaged occurs, including but not limited to the negligence of releases. THE UNDERSIGNED HEREBY ASSUMES ALL RESPONSIBILITY FOR AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating individuals due to negligence, active or passive, or otherwise while in, about or upon the premises of University City and/or while using the premises or any facilities or equipment with University City. The undersigned acknowledges that any illness or injuries that the undersigned or such participating individuals' contract or sustain may be compounded by negligence first aid or emergency response of the releases and waive any claim in respect thereof.

In consideration of my organization's facility rental in University City or access to facilities. I, the undersigned lessee agrees to INDEMINIFY AND HOLD HARMLESS releases from any and all cause of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my programs/activity's participation or access to facilities. I hereby certify that I have full knowledge of the nature and extent of the risks inherent in participation and

facility use and that \_\_\_\_\_ is voluntarily assuming said risks. I understand that \_\_\_\_\_ will be solely responsible for any loss or damage, including personal injury, property damage, or death that participants may sustain while participating in programs/activities or facilities use in University City and that by signing this agreement, \_\_\_\_\_ HEREBY RELEASE releases from all liability for such loss, damage, or death.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, ST. LOUIS COUNTY HEALTH DEPARTMENT GUIDELINES, AND INDEMNIFY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT \_\_\_\_\_ IS GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM UNIVERSITY CITY OF ILLNESS, DEATH OR PROPERTY DAMAGE, INCLUDING FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION. EXPOSURE TO COVID-19 AT ANY UNIVERSITY CITY FACILITY OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM.

\_\_\_\_\_ UNDERSTANDS THAT THE DOCUMENT IS A PREMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINORS: \_\_\_\_\_ UNDERSTANDS THAT THIS AGREEMENT IS MADE ON BEHALF OF MY ORGANIZATION AND I REPRESENT AND WARRANT TO UNIVERSITY CITY THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF THE ORGANIZATION.

IN WITNESS WHEREOF, THIS INSTRUMENT IS DULY EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ IN THE YEAR \_\_\_\_\_.

LESSEE SIGNATURE \_\_\_\_\_

LESSEE NAME (print clearly) \_\_\_\_\_

ORGANIZATION (print clearly) \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ Zip \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_