**\_Insert Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_ School District**

**Facility Rental**

**Waiver, Release, and Assumption of Risk Form**

On behalf of myself, as the renter,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I hereby agree to rent to [name of facility], [name of school], [name of school district]. As the renter I assume any and all risks associated with renting the school spaces on the campus.

I specifically assume all risks and hazards associated with renting the school including but not limited to, the risks associated with the novel COVID-19 virus. I understand that as a renter, my area of occupancy along with the group I am bringing in to utilize the space may contract COVID-19, and other viruses and diseases, during my rental agreement. Although the children and adults may have their temperatures taken upon entering the school, that precaution is not nearly adequate to prevent the spread of COVID-19 given, among other things, the relatively long incubation period, and the fact that many infected persons are asymptomatic. I understand and voluntarily assume the risk that myself or any one that utilizes the rental space I have agreed to use may acquire COVID-19, and that COVID-19 may subsequently be transmitted from my participants to me, my family, and members of my household.

I certify that I am in good health, have no fever, and have no current issues that make it unsafe for any or my participants or staff to utilize the rental space. I will notify the school and suspend any rental agreement if I or my staff or participants develops a fever or illness or tests positive for COVID-19.

To the fullest extent permitted by law, I hereby agree to waive, release, and discharge any and all claims, causes of action, damages, and rights of any kind against the school, the school district, its insurers, the district’s governing board, and all of their respective employees, agents, representatives, and volunteers (the “Released Parties”) arising from or relating in any way to any damage, injury, trauma, illness, loss, unwanted contact, harassment, disability, dismemberment, or death that may occur to me, staff, participants or my household members—whatever the cause—due to my rental and use of facilities. This includes, without limitation, any claim arising from any act, omission, negligence or other conduct of the Released Parties.

I further agree not to sue the Released Parties, and to defend and indemnify the Released Parties for all claims, damages, losses, or expenses, including attorneys’ fees, if a suit is filed concerning an injury, illness, or death to me, my child, my household members and any user of the facility or participant in the activity resulting from the use of the facility.

Renter Name (Printed)

Renter Signature Date