COVID-19 ADDENDUM TO REQUEST FOR COMMUNITY USE OF SCHOOL FACILITIES

COVID-19 is highly contagious and is most commonly spread by close contact with others. As a result, federal, state, and local governments and health agencies recommend social distancing and, in some locations, have prohibited large gatherings of people. To ensure the safety and health of the community and its facilities, Thompson School District R2-J (“District”) is hereby issuing this COVID-19 Addendum to Request for Community Use for School Facilities (“Addendum”) and requiring compliance with the following additional terms and conditions respecting the use of its facilities by community groups.

In consideration of the District’s approval of the request to use facilities owned and operated by the District by the person or entity identified in the Request for Community Use of School Facilities form as facility use applicant (hereinafter referred to as “User Group”), User Group ACKNOWLEDGES AND AGREES AS FOLLOWS:

1. Federal, state and local governments and health agencies have issued rules, regulations, orders, and guidelines to help reduce the risk of COVID-19 transmission in places of public accommodation and in recreational or educational programs (collectively hereinafter referred to as the “COVID Orders”). User Group and its employees, contractors, authorized agents, volunteers, participants, licensees, and invitees (collectively hereinafter referred to as “User Group Parties”) shall familiarize themselves with the COVID Orders, as amended, and all District policies and procedures concerning the use of District facilities and implemented to reduce the risk of COVID-19 transmission. While using the District facilities, User Group Parties shall be solely responsible for ensuring all User Group Parties abide by the COVID Orders and any additional District policies and protocols then in effect. User Group Parties who fail to comply with such measures shall not be permitted to access District facilities.

2. The District cannot guarantee that User Group Parties using District facilities will not become infected with COVID-19. Participating in activities in District facilities could increase a participant’s risk of contracting COVID-19. User Group agrees to notify its User Group Parties regarding the increased risks of contracting COVID-19 while participating in activities in District facilities and that participation is entirely voluntary and at the sole risk of the User Group Parties.

3. User Group agrees to post a COVID notice provided by the District, a sample specimen is attached hereto as Exhibit A, in the area of the District facility to be used by the User Group and shall ensure that said notice remains posted at all times during the use of the facilities by the User Group Parties.

4. The District provides no warranties as to the cleanliness of the facilities or their suitability for the User Group Parties. The User Group is accepting the District facilities “as is” in their present condition. After each use, User Group shall ensure that the District facilities are cleaned, decontaminated, and restored to their ordinary condition in accordance with all applicable requirements of federal, state and local government and health agency requirements, including the COVID Orders. User Group assumes all responsibility and liability for cleaning or restoring District facilities, including any property or environmental damage or liability.

5. User Group acknowledges that the District can restrict access to its facilities of any User Group Parties that exhibit common symptoms of COVID-19, including but not limited to cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking, muscle pain, headache, new
loss of taste or smell, persistent chest pain or pressure, and confusion. User Group agrees to implement recommended health agency protocols for screening User Group Parties.

6. User Group shall ensure that its general liability insurance covers the User Group’s general liability or environmental liability as a result of contamination from COVID-19 or bodily injury arising from the use of the District facilities.

7. User Group hereby releases and agrees to hold harmless, indemnify and defend the District, including but not limited to its board members, directors, officers, employees, contractors, agents and volunteers (collectively hereinafter referred to as the “Released Parties”) from and against any and all liabilities, claims, causes of action, losses, damages, injuries or expenses incurred, including without limitation attorneys’ fees and costs, arising directly or indirectly in connection with User Group’s and User Group Parties’ use of District facilities, or representations or statements made by the Released Parties about the condition of the facilities, including the risks of bodily injury, sickness, disease, and death or injury to or destruction of tangible property claimed on account of, but not limited to, the transmission of communicable diseases, including COVID-19.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS ADDENDUM AND ACKNOWLEDGE THAT IT SHALL BE EFFECTIVE UPON ME/USER PARTIES.

User Group Authorized Signature     /Date       /Print name here
EXHIBIT A
COVID NOTICE
COVID-19 WARNING

COVID-19 is a very contagious disease that can cause severe illness and death. Older adults and people with underlying medical conditions are at higher risk.

An increased risk of exposure to COVID-19 exists in any public place where people are or recently were present.

By entering this facility, you knowingly and voluntarily assume all risks related to exposure of COVID-19.

You must follow all posted and verbal instructions while in this facility.