

ELK GROVE UNIFIED SCHOOL DISTRICT
AGREEMENT FOR THE USE OF FACILITIES

CORONAVIRUS ADDENDUM

Date of Application: _____

Requested Facility: _____

Date/Time: _____

In addition to the attached Application for the Use of Facilities (the "Agreement"), Applicant agrees to this Coronavirus Addendum which is hereby incorporated into the Agreement.

1. Applicant acknowledges that the County of Sacramento, acting through its Health Officer, has imposed health protocols on all individuals, business, and organizations, including Applicant, due to COVID-19, the 2019 Novel Coronavirus (the "Coronavirus").
2. This addendum modifies and supplements the Application for Use of Facilities for Elk Grove Unified School District ("District") to require the Applicant to follow all local, state, and federal guidelines regarding human protection from the Coronavirus, including but not limited to certain requirements for facility readiness, including deep cleaning/sanitation of facilities to prevent the spread of the Coronavirus; social distancing; face coverings; and health screening (the "Guidelines"). The Guidelines include, at a minimum, the requirements and/or guidance that can be found at and/or in the following:
 - a. <https://covid19.ca.gov/>
 - b. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. Orders and/or directives of the County of Sacramento or any other governmental agency, as applicable.

Applicant has read and agrees to strictly, and without exception, follow all the Guidelines related to Coronavirus, as may be amended, updated or superseded from time to time.

IT IS THE APPLICANT'S RESPONSIBILITY AND OBLIGATION TO BE AWARE OF AND FOLLOW THE MOST UP TO DATE GUIDELINES.

3. ***Cleaning Charges.*** The Applicant agrees to pay additional custodial charges to sanitize and disinfect the facility completely before and after each use. The District will provide an estimate of the additional charges upon request. Such charges will be in addition to the costs indicated on the current District facility use fee schedule adopted by the District's governing board for the current term.

4. ***Revocation, Suspension, and/or Termination of Facilities Use.*** The Applicant acknowledges that the District may, at the sole discretion of the District, revoke and/or suspend use of the facilities with limited to no advanced notice as may be necessary to comply with the Guidelines. If the District revokes, suspends, and/or terminates the Applicant's use of the District facility pursuant to this paragraph, the Applicant will be not be entitled to a refund of any fees for use up to the date of suspension, revocation, and/or termination, and will not be entitled to recover any consequential damages arising from such termination. Failure of the District to revoke, suspend, and/or terminate Applicant's use of the District facility shall not relieve Applicant from any responsibility or liability for its own failure to comply with its required protocols and procedures set forth below in Section 5.
5. ***Compliance with Required Guidelines.***
 - a. The Applicant acknowledges and understands that the Guidelines set limitations on group gatherings and events, and impose certain requirements pertaining to social distancing, face coverings, hygiene, disinfection/sanitation (including frequent disinfecting and cleaning of all high-contact surfaces, equipment and facilities during Applicant's use of District's facility), symptom checks and screening procedures, temporary signage, and related measures pertaining to the operation of Applicant's program and activities to prevent the spread of the Coronavirus.
 - b. The Applicant and its Users (as defined in Subsection 5.c. below) shall comply with the Guidelines by washing their hands, covering coughs and sneezes, and wearing cloth face coverings/masks. Users who are sick or who have had close contact with a person with COVID-19 will be required to stay home. Users shall also sign an assumption and release containing at least the terms set forth below.
 - c. At its sole cost and expense, Applicant shall be solely responsible for developing and enforcing proper protocols and procedures, and otherwise ensuring compliance with the Guidelines by Applicant and Applicant's employees, volunteers, participants, partners, officers, members, contractors, customers, guests, invitees, staff, spectators, and all other related persons, agents, and entities ("Users"). At a minimum, Applicant's protocols and procedures shall include the following requirements:
 - i. The measures listed in Subsection 5.b. above.
 - ii. That Applicant shall take all precautions necessary to ensure Users do not enter District facilities, grounds, or property when they are sick with and/or have symptoms of the Coronavirus, and do not return until they have met applicable criteria to discontinue home isolation and/or quarantine.
 - iii. That Applicant promptly notify the District upon learning or discovering a User is or becomes sick with the Coronavirus, and shall inform District, to the extent possible, of all areas used or visited by said User.

- iv. That Applicant cannot hold any event and shall cancel any scheduled event if all Guidelines will not, are not, or cannot be met before, during, or after the event.
- v. That Applicant shall stop any event immediately and send any User away if Applicant observes any instance of non-compliance with the Guidelines.
- vi. That Applicant, and not the District and/or District personnel, shall be responsible for enforcing its protocols and procedures.

6. **Facility Conditions.** The District makes no representation regarding the condition of the facility to be used by Applicant. Applicant acknowledges, understands, and agrees that the District's school facilities, grounds or equipment are being provided to Applicant on an "as-is", "where-is" and "with any and all faults" basis, without representation or warranty, whether express or implied, of any kind whatsoever, including, without limitation, any representation or warranty of fitness or suitability for Applicant's particular use or purposes.

7. **Assumption of Risk; Indemnification; Insurance.**

- a. Applicant recognizes that there is presently a significant element of risk of Coronavirus transmission inherent in visiting public spaces, such as District's facilities and grounds, and/or engaging in activities, gatherings, or events with or within proximity of others, including, without limitation, accident, personal or bodily injury, illness, viral or bacterial exposure or infection, and/or death, and that engaging in such activities may be dangerous. Applicant agrees that District cannot ensure the safety of Applicant and/or Users from risks of the Coronavirus or other related or similar pandemics. Applicant has reviewed and understands the risks reflected in the local, state, and federal alerts and guidelines, including, but not limited to, the links above.
- b. Applicant assumes all risks, known and unknown, arising from Applicant's and Users' use and occupancy of the District facility, including risks related to the Coronavirus. Applicant assumes full responsibility for any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses of any person arising from any Users' use and occupancy of the District facility.
- c. Applicant agrees to assume and release all claims against the District related to the organization's use of District facilities due to being exposed to or infected by COVID-19.
- d. **APPLICANT AGREES TO INDEMNIFY, DEFEND AND HOLD THE DISTRICT HARMLESS FOR CLAIMS FOR DAMAGES OR INJURIES RELATED TO THE USE OF FACILITIES CONSISTENT WITH THE AGREEMENT'S INDEMNIFICATION OBLIGATIONS, ANY FACILITIES USE STATEMENT, AND DISTRICT POLICY, INCLUDING BUT NOT LIMITED TO CLAIMS FROM APPLICANT AND/OR USERS RELATING TO ANY EXPOSURE TO THE CORONAVIRUS (AS DEFINED ABOVE). THE DEFENSE AND INDEMNITY OBLIGATIONS UNDER THIS PARAGRAPH SHALL APPLY**

REGARDLESS OF THE DISTRICT'S OR ANY OTHER PERSON'S OR ENTITY'S ACTIVE AND/OR PASSIVE NEGLIGENCE.

- e. All insurance maintained pursuant to the Agreement shall provide coverage for organic pathogens and viruses, including but not limited to claims related to the Coronavirus.
 - f. Applicant will require Users to sign an assumption and release containing at least the terms set forth in **Exhibit A**, attached hereto.
8. **Waiver and Release of Claims.** To the fullest extent permitted by law, Applicant releases the Elk Grove Unified School District, its affiliated campuses, Governing Board, affiliates, subsidiaries, divisions, administrators, directors, officers, employees, agents, and volunteers (collectively referred to herein as the "District Parties"), from and against all claims and causes of action, for any injury or harm of any kind which may arise from or out of the Applicant's and/or Users' use and occupancy of the District facility, including any and all risks related to the Coronavirus. This release is intended to discharge the District from any and all liability arising out of or connected in any way with the Applicant's and/or Users' use and occupancy of the District facility, even if such liability may occur or arise out of any actual or alleged negligence or carelessness on the part of the District. Applicant understands that by signing this Addendum, Applicant is releasing claims and giving up substantial rights, including the right to sue, and acknowledges that it is doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.
9. **Severability.** In the event any provision or part of this Addendum is found to be invalid or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in anyway and shall continue on with full force and effect.

Addendum acknowledgment: I acknowledge that I have read this Addendum and agree to all of its terms and that I fully understand my responsibility to adhere to all Coronavirus Guidelines and health protocols during the use of the District facility.

Name of Applicant's Organization: _____

Name of Representative/Agent (please print): _____

Signature of Representative: _____

Address: _____

Work Phone: _____

Other Phone: _____

EXHIBIT A

Assumption and Release Agreement

1. I, _____, I acknowledge that Elk Grove Unified School District ("District") is not involved or otherwise responsible for my activities. This assumption and release agreement also applies to the following minor(s):

2. Prior to entering District property, I agree to conduct a wellness check and ensure that I do not have a temperature and am free of all symptoms of COVID -19, including my minor dependent(s), if applicable, as set forth in the Guidelines. While on District property, I agree to follow all applicable social/physical distancing protocols, wear a face covering at all times, and abide by all other COVID-19 health and safety protocols in place.
3. I agree to release the District from all responsibility and liability related to my use of District property, and my minor dependent(s), if applicable, and I agree to indemnify, defend and hold the District harmless from any claims, causes of actions, actions, liabilities, and costs that may arise. I agree that this waiver, indemnity, and assumption of risks is intended to be as broad and inclusive as permitted by the law of the State of California.

My signature below indicates that I have read, understand, and agree to abide by these conditions at all times.

Signature: _____

Date: _____