



TOWN OF ATHERTON
FACILITY RENTAL
COVID-19
ACKNOWLEDGEMENT
RELEASE AND WAIVER

**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**

_____ (your 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 Town of Atherton entering into a Rental Contract with _____ (your 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. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. It is believed that an asymptomatic individual can be infected with and transmit COVID-19 without their knowledge.
2. The Town of Atherton cannot guarantee that you, your child(ren), your spouse, your guests, or anyone else will not become exposed to or infected with COVID-19 as a result of participating in an event, activity, or program on Town property or in Town facilities.
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 California State Department of Health, the Executive Orders of the Governor of California and the San Mateo 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. I accept responsibility for requiring all Attendees, vendors, guests, employees 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 Town of Atherton property.
5. I represent that I have the complete and unrestricted legal capacity and authority to execute this COVID-19 Release and General Release **INDIVIDUALLY** and to bind and obligate **MYSELF** 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 Town of Atherton employees, staff members, volunteers, representatives, agents, Catering by Dana ("CBD") 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



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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 my acknowledgement and understanding of the above-described risks, I desire to rent and occupy the Park Facility for the purpose of holding the Function and, in consideration thereof: (a) I voluntarily and willingly assume 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) I hereby forever release, waive, discharge, covenant not to sue, hold harmless and indemnify the CBD, the Town of Atherton and its respective officers, directors, members, employees, staff members, volunteers, representatives, agents, departments and divisions (each a “ Releasee/Indemnitee “ and together the “ Releasees/Indemnities”) 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 Attendee’s 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 voluntarily seek services provided by Holbrook Palmer Park and acknowledge that I must comply with all set procedures to reduce the spread while managing my event at Holbrook Palmer Park.
9. I attest that:
 - I am not currently being treated for COVID-19, am not experiencing, and within the last 14 days I have not experienced, any symptoms of COVID-19, which include, but are not limited to, the following: Cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, new loss of taste or smell.
 - I have not been in close and/or direct contact with anyone who has been diagnosed with COVID-19 or experiencing symptoms of illness associated with COVID-19, such as a family member, close friend, or relative.
 - Guests, vendors, employees, and other attendees will be restricted from the event if they have been diagnosed with COVID-19, are experiencing symptoms associated with COVID-19 or have been in close proximity with anyone that has.
 - Neither I, my guests, vendors, employees, or other attendees have not traveled internationally within the last 14 days.
10. 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 I AM FORFEITING VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE TOWN OF ATHERTON AND CBD, 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. I EXPRESSLY UNDERSTAND AND AGREE THAT THIS COVID-19 RELEASE AND GENERAL



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RELEASE IS A PROMISE BY ME NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS WHICH MAY OTHERWISE BE ASSERTED BY ME, ON MY BEHALF, OR BY ANY OTHER PARTY ASSOCIATED WITH THE EVENT.

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/COVID19 and General Release Relating to Rental and Use of Park Facility and agree that I am bound in all respects by the terms hereof.

By: _____ (Written signature)

_____ (Printed signature)

Date: _____