

Lincoln County School District
Facility Use Liability Release and Hold Harmless Addendum
(Communicable Diseases including COVID-19)

Name of User/Business/Group (User): _____

Phone Number: _____ Email: _____

Address: _____

Facility being requested: _____

Description of Activity (Activity): _____

Communicable Diseases Including COVID-19: 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. While rules, guidance, and personal discipline may reduce this risk, the risk of serious illness and death does exist. **Lincoln County School District cannot completely mitigate the transfer of communicable diseases like COVID-19.**

User: [_____] understands there is some risk associated with using District facilities and assumes said risk. Use of District facilities includes possible exposure to and illness, injury, or death from infectious diseases including COVID-19. User understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention (“CDC”) guidelines; and federal, state, and local orders regarding COVID-19. User acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments, this includes but is not limited to, following all masking and vaccination requirements.

Masks: User attests that it understands that as of August 2, 2021, all User staff and volunteers are required to wear a mask or face covering when in an indoor school setting pursuant to OAR 333-019-1015. "Face covering" means a cloth, polypropylene, paper or other face covering that covers the nose and the mouth and that rests snugly above the nose, below the mouth, and on the sides of the face. The school retains the ability to deny access to its facilities to any User who does not comply with the school’s health and safety protocols.

Proof of Vaccination: As of October 18, 2021, User staff and volunteers, who are age 16 and older, and have direct or indirect contact with children or students, must either submit proof of vaccination or documentation of a medical or religious exception to Lincoln County School District or User attests that its staff and volunteers provided User with either proof of vaccination showing they are fully vaccinated, or documentation of a medical or religious exception. “Proof of vaccination” means documentation provided by a tribal, federal, state or local government, or a health care provider, that includes an individual’s name, date of birth, type of COVID-19 vaccination given, date or dates given, depending on whether it is one dose or two-dose vaccine, and the name/location of the health care provider or site where the vaccine was administered. Documentation may include but is not limited to a COVID-19 vaccination record card or a copy or digital picture of the vaccination record card, or a print-out form from the Oregon Health Authority’s immunization registry. “Documentation of a medical or religious exception” means that User is in receipt of a written request for a medical or religious exception, made on a form prescribed by the Oregon Health Authority, and in compliance with the requirements set forth in OAR 333-019-1030. User understands that Lincoln County School District is permitted to require more stringent health and safety protocols than is required under the law. As such, the school retains the ability to deny access to its facilities to any User who does not comply with the school’s health and safety protocols.

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Indemnification: In consideration for use of the Lincoln County School District’s property, **User agrees to waive and discharge any and all claims against the District and release it from liability for any loss regardless of cause**, including claims for any negligent actions of the District or its employees or agents and any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of User’s failure to follow the CDC, federal, state, or local orders or guidance regarding COVID-19 and that leads to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to COVID-19, to the fullest extent allowed by law, for User, its members, employees, agents, contractors, suppliers, or guests. User also agree to release, exonerate, discharge and **Hold Harmless** the District, its Board of Directors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from all liability, claims, causes of action, or demands, including attorney fees, arising out of injuries of any kind to User, or to its property, or losses of any kind which may result from or in connection with the use of the District’s facility, up to and including injuries stemming from the negligent actions of the District or its employees or agents. **User certifies and represents that it has the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of itself and its members, employees, agents, contractors, suppliers, or guests.**

Insurance: User understands that the District does not carry insurance for communicable diseases including Covid-19 and User is financially responsible for any injuries, demands, damages, lawsuits and defense costs, arising from User’s activities and use of District facilities that are sustained by any communicable disease, including but not limited to, COVID-19. The User agrees to carry, maintain, and provide proof of insurance of at least the minimum requirements as stated in its rental/facility use agreement attached.

COVID-19 Termination. Lincoln County School District may terminate this Agreement immediately and without notice if it is found that User has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments. Either District or User may cancel this agreement in the event of a Covid-19 related reason. In the event User terminates this Agreement, User remains responsible for the full amount of the facility use fee and this money will not be refunded to User.

ADDITIONAL EXPECTATIONS:

1. Masks must be worn by all users not actively participating in a sport; including spectators, players, coaches, staff, and all non-athletic event users.
2. Monitor and maintain 6ft physical distancing between household groups at all times.
3. Supply and maintain portable toilets. LCSD restroom facilities will not be available.
4. Clean and sanitize all bleachers, dugouts, and benches during and after facility use.
5. Detail entrance and exit procedures, ensuring one-way traffic flow.
6. Ensure all parents, coaches, and players are aware of and agree to (in writing) all outdoor facility use expectations.
7. Provide LCSD with an outline of safety procedures and compliance plans.

User certifies to have read this document and fully understand its contents.

Signature of User or User’s Authorized Representative: _____

Printed Name of User or Authorized Representative: _____

Date: _____