

# Ellwood City Area School District

## Facility User - Hold Harmless and Indemnification Agreement

THIS AGREEMENT, made this day of \_\_\_\_\_, 2021 by and between and the \_\_\_\_\_ School District (District). In order to conduct the activity listed below at school on date(s).

We, agree to and do hereby indemnify and hold harmless the \_\_\_\_\_ School District, its Board, officers, agents, employees and volunteers ("District") from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever (including reasonable attorney fees) which may be incurred by reason of:

- A. Bodily injury to or death of persons, or damage to or theft of property sustained by the undersigned, its volunteers and agents or any person, firm or corporation hired or employed by the undersigned in connection with the Activity listed below; except for liability, loss or damage attributed to the sole negligence or willful misconduct of the District, its Board, officers, agents, employees and volunteers.
- B. Bodily injury to or death of persons, or damage to property, sustained by any participant in the Activity listed below, any guest or attendee, or any other third party that is caused by any act, neglect, default, omission, or liability of the undersigned, its volunteers and agents, or any person, firm, or corporation hired or employed by the undersigned in connection with the Activity listed below; except for liability, loss or damage attributed to the sole negligence or willful misconduct of the District, its Board, officers, agents, employees or volunteers.
- C. Harm (including death and health related injuries) arising from any person claiming to have contracted, or demonstrating contraction of, COVID, or any related sickness or ailment as the result of participating in the Activity listed below and/or entering the property at the permission or request of the undersigned. The undersigned is solely responsible for implementing any cleaning measures required or suggested to ensure the property is safe for use prior to any of undersigned's volunteers, agents, personnel or invitees enter the property and adequately cleaning the property after any such use/Activity.
- D. The undersigned's responsibility and liability set forth herein shall include, but is not limited to, taking all steps and actions necessary or required to address the COVID pandemic with respect to this agreement, including but not limited to, ensuring any of the undersigned's volunteers, agents, personnel and invitee(s) comply with all current and future requirements and recommendations issued by any government agency (including the City, County, State, or the Federal Government, including its associated agencies such as the Center for Disease Control) related to the COVID pandemic that are applicable to the property, including adherence to any protective measures established by such government

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agencies applicable to events at or use of the property. The undersigned shall be solely responsible for determining and implementing the specific actions and requirements applicable to the Activity listed below that is conducted at the property at the time of the Activity, including any limitation on the number of attendees, required protective gear (such as mask and/or gloves) and the specific social distancing requirements applicable at the time.

- E. The undersigned acknowledges and understands that the District makes no representation or warranty regarding the condition of the property with respect to COVID at any time during this agreement and shall have no duty or responsibility to ensure the property is sanitized or otherwise made clear of the COVID virus. The undersigned shall be solely responsible for determining whether the Activity/use of the property listed below is permissible based on current and future regulations or requirements established by any governmental agency at the time of such event and shall indemnify, defend, hold harmless the District from any penalty, cost, or action claiming that any District activity at the property violated any applicable governmental regulation or requirement. However, the District, at its sole discretion, can require the undersigned to cancel or reschedule the Activity by the undersigned at the property if the District determines, at its sole discretion, that the Activity would be in violation of any applicable governmental regulation or requirement or create a public safety hazard. However, the District's right to require cancellation or rescheduling shall in no way limit the undersigned's liability and indemnification obligations set forth herein.
- F. The undersigned at his/her own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the District, its Board, officers, agents, employees or volunteers, on any such claim, demand or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees or volunteers in any action, suit or other proceedings as a result thereof. The undersigned agrees to a Waiver of Subrogation provided in favor of the following Additional Insured (\_\_\_\_\_ School District) with respects to General Liability & Workers Compensation.

Sports Associations must show evidence that their General Liability Policy contains Athletic Participant's Medical Student Accident coverage that will respond to injuries sustained by athletic participants.

The District assumes no responsibility whatsoever for any property placed on the premises. At the District's sole discretion, limits of liability coverage may be increased and additional insurance may be required depending upon use of property.

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I, THE UNDERSIGNED, HAVE READ, UNDERSTAND, AND VOLUNTARILY AGREE TO ALL TERMS AND CONDITIONS OF THIS DOCUMENT, AND ASSERT BY THE SIGNATURE BELOW THAT I HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT IN CONNECTION TO THE ACTIVITY BELOW.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Activity Name

\_\_\_\_\_  
Activity Date