



FACILITY RENTAL RELEASE AND INDEMNIFICATION FORM

RENTER: _____ **ACTIVITY:** _____

RENTER acknowledges that the use of the Facility involves certain risks for physical injury and exposure to COVID-19 to all individuals including participants, coaches, sponsors, volunteers, and spectators on District property due to the ACTIVITY. RENTER acknowledges that all individuals on District property affiliated with the ACTIVITY may be at increased risk of contracting the virus. RENTER further understands that there are potential risks that may presently be unknown.

RENTER recognizes the importance of complying, and agrees to ensure full compliance by all individuals on District property affiliated with the ACTIVITY, with the applicable laws, policies, rules and regulations, and any supervisor's instructions regarding participation in this ACTIVITY, including instructions related to social distancing precautions, space use limitations, wearing face coverings, physical separation, and sanitization.

RENTER understands that Community Unit School District No. 308 (District 308) does not insure participants in the above-described ACTIVITY, that any coverage would be through RENTER's insurance or personal insurance, and District 308 has no responsibility or liability for injury or illness resulting from this ACTIVITY.

RENTER, on its behalf and on behalf of its directors, representatives, officers, members, employees, agents, ACTIVITY participants, guests (any person on District property due to the ACTIVITY), affiliated organizations, successors, and assigns, for and in consideration of the use of the District's Property ("Releasing Parties") **hereby agrees to defend, indemnify and hold harmless** ("Release") the District, together with its representatives, officers, members, employees, agents, affiliated organizations, successors, and assigns (hereinafter the "Released Parties") from any and all suits, costs, claims, expenses, liabilities, and judgments, demands, and causes of action of any kind whatsoever to which the Released Parties may be subjected in any way resulting from, arising out of, or in connection with Releasing Parties use of the Property including personal injury, illness, death, or property damage. This Release extends to any and all such claims the Releasing Parties have or may have against the Released Parties with respect to any use of or on the Property, or with respect to the conditions, qualifications, instructions, rules or procedures under which Releasing Parties' use of the Property is organized and conducted, or from any other cause, except when such claims result from the negligence on the part of any or all of the Released Parties.

RENTER, ON ITS BEHALF AND ON BEHALF OF RELEASING PARTIES, UNDERSTANDS THAT THIS MEANS THAT RELEASING PARTIES AGREE NOT TO SUE ANY OR ALL OF THE RELEASED PARTIES FOR ANY INJURY OR ILLNESS TO ANY PERSON OR DAMAGE TO ANY PROPERTY ARISING FROM OR IN CONNECTION WITH USE OF OR ON THE PROPERTY. Furthermore, RENTER on its behalf and on behalf of Releasing Parties, agrees to defend the Releasing Parties against any actions described in the above paragraph, and waives



all benefits flowing from any state statute that would negate or limit the scope of this Release and Indemnification Form.

I have read this form and affirm that I have the legal authority to sign this form on behalf of RENTER. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

READ ABOVE BEFORE SIGNING BELOW:

Name of RENTER agent: _____

Signature of RENTER agent: _____

Address of RENTER agent: _____

Phone Number of RENTER agent: _____

Date: _____