

Town of Williamsport – RENTAL VENUES Usage Agreement COVID-19 Addendum

For the purpose of this Usage Agreement COVID-19 -19 Addendum the Town of Williamsport Rental Venues include, but are not limited to: The Williamsport Community Building, Springfield Farm Barn, The Tenant House, The Williamsport Pool, Byron Memorial Park/Pavilions. and Potomac River Bottom Park.

In Exchange for Usage of the **Williamsport Town Rental Revenues**, owned by the Town of Williamsport, during Covid-19 Pandemic of 2020-21, I, (Name of Renter _____), using the **Williamsport Town Rental Venues** on (Date) _____, agree to the following in addition to the other terms and conditions of the **Williamsport Town Rental Venues Rental Agreement** dated _____ :

1. AGREEMENT TO FOLLOW DIRECTIONS/RULES. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions given to me by any person(s) employed as agents of the Town of Williamsport. I further agree to observe and obey any State, Local or Federal laws, rules, and regulations governing personal contact, social distancing, use of facilities and/or other activities, including but not limited to those which apply to COVID-19.

2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with hosting events functions and/or activities including, but not limited to, potential risks of contracting the COVID-19 Virus, or other related illnesses, and I assume full responsibility for personal injury myself and guests/attendees and further release and discharge the Town of Williamsport for injury, illness, loss or damage arising during our use of the **Williamsport Town Rental Venues** in Williamsport whether caused by myself, attendees or a third party.

3. COVID-19 PROTOCOL. During this time of COVID-19, we recognize there are safety precautions that need to be made. No persons should attend any event, function or activity if he/she may have come in contact with anyone who has had the COVID-19 virus or anyone who has been out of the country within the past 14 days, or anyone who feels sick. If your any guests/attendees have a cough, fever, chills, sore throat, etc., please ask guest/attendee remain home. Please inform the Williamsport Town Agents if a problem arises with a COVID-19 exposure, so we can take all necessary precautions to prevent the spread of the virus.

4. WAIVER OF LIABILITY. For the Privilege of Using the **Williamsport Town Rental Venues** in Williamsport, I, on behalf of myself and my guests/attendees, do hereby release, waive, and discharge The Town of Williamsport, and/or agents, from any liability or responsibility for accident, damage, injury, or illness (including bacteria and virus known or unknown at the time of this signing) to myself, , while on the Springfield Farm Barn premises, resulting from inherent risks of these activities or from negligence (active or passive) of the Town of Williamsport except in the event of gross and willful negligence, I agree not to bring any claims, demands, actions and causes of action and/or litigation against the Town of Williamsport, its employees for any economic and/or noneconomic losses due to bodily injury, illness, death and/or property damage in relation to the premises and operations of the Town of Williamsport.

5. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and I have been given reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I desire.

6. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are a product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties and each them , explicitly reject the application of any legal or equitable rule interpretation which would lead to a construction either "for" or "against" a particular party based on the status as the drafter of specific term, language, or provision giving rise to such ambiguity.

7. ENFORCEABILITY. The validity and enforceability of any provision of the Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this agreement or any other applications of such provision, as the case maybe, and such invalid or unenforceable provision shall be deemed not a part of this Agreement.

8. EMERGENCY CONTACT. In case of an emergency, please call _____ @ _____.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Signature: _____

Print: _____

Date: _____