



Conejo Recreation & Park District

Court and Game Room Rental

Hold Harmless, Waiver, Consent, and Acknowledgement of COVID-19 Precautions

I acknowledge and understand that the _____
Location(s) & Facility Name(s)

facility(s) is/are being provided for the conduct of a _____
Type of event

The above facility is subject to wear and tear, deterioration, and abuse. The outdoor portion of the facility is subject to the effects of weather and the forces of nature. It is recognized that the outdoor facilities are subject to animal and human damage and erosion, that the surface of such facilities may be uneven, defective or contain foreign objects. The Conejo Recreation & Park District (herein referred to as "CRPD") will within the reasonable constraints of its facilities and budget, perform necessary maintenance on the facility. The undersigned agrees to carefully inspect and satisfy for him or her that the facilities provided are reasonably safe for their intended use. Once having conducted such inspection the undersigned agrees that he or she expressly assumes the risk of any defect in the premises herein occasioned by the want of inspection, maintenance and warning.

The undersigned releases, waives, holds harmless and discharges CRPD from any and all liability or responsibility which arises out of the use of or the conditions of the premises herein. The undersigned agrees to be solely responsible for and all liability, claims, loss, damage, costs and expenses, including attorneys' fees arising out of or resulting from any injury to persons or damage to property which arise out of its use of CRPD facilities. The undersigned shall indemnify, defend, and hold harmless CRPD, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the undersigned's use or occupancy of a facility or property controlled by CRPD, unless solely caused by the gross negligence or willful misconduct of CRPD, its officers, employees, or agents.

A. COMPLIANCE WITH ALL APPLICABLE LAW, RULES, & REGULATIONS

1. The undersigned shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
2. The undersigned agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
3. The undersigned further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect

at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.

Updated information regarding such guidelines is readily available at the following websites:

Ventura County: <https://www.vcemergency.com>

State of California: <https://covid19.ca.gov>

Federal (CDC): <https://www.cdc.gov>

4. CRPD reserves the right to immediately revoke the undersigned's right to use of the facility under this agreement should the undersigned fail to comply with any provision of this section.

B. FORCE MAJEURE

Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, the CRPD shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The undersigned waives any right of recovery against CRPD, and the undersigned shall not charge results of "acts of God" to CRPD, its officers, employees, or agents.

C. ACKNOWLEDGEMENT OF COVID-19 PRECAUTIONS

In response to California Governor Newsom's Executive Order N-25-20 and the Gathering Guidelines issued by the California Department of Public Health in response to the COVID-19 pandemic, Conejo Recreation & Park District (CRPD) requires that individuals, organizations, and agencies agree to confirm receipt of these guidelines. By my signature below, I acknowledge receipt of and agree to comply with the California Department of Public Health Gathering Guidelines.

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Guidance.aspx>

I further acknowledge that during this Public Health Emergency, information changes rapidly and that the permit, rental, or reservation may be cancelled at any time.

I hereby acknowledge that I have read, understood, and agree to the above Hold Harmless, Waiver, Consent, and Acknowledgement of COVID-19 Precautions.

Names of Participants Within the Household (print): _____

Signature : _____ Date: _____

Parent/Gardian Signature (if applicable): _____