

POWAY UNIFIED SCHOOL DISTRICT
APPLICATION AND AGREEMENT FOR THE USE OF FACILITIES
CORONAVIRUS ADDENDUM (Attach to Application)

Date of Application: _____ Requested Facility: _____

Multi-Purpose Room _____ Kitchen _____ Classrooms(s) _____ Other: _____

Month: _____ Day(s) of Month: _____ Time(s): _____

In addition to the attached Application and Agreement for the Use of Facilities, Applicant/ Representative enters this Coronavirus Addendum which is hereby incorporated into the Application and Agreement, as follows:

1. Applicant/Representative (the “FACILITY USER”) acknowledges that the County of San Diego, acting through its Health Officer, has imposed health protocols on all individuals, business and organizations, including FACILITY USER, due to the SARS- CoV- 2 virus (the “Coronavirus”). A copy of the most recent health order, dated June 9, 2020 (“Order”), is attached to this Addendum. The Order incorporates additional guidelines and health standards and protocols (collectively referred to herein as “Guidelines”).
2. FACILITY USER has read and agrees to strictly, and without exception, follow all the Guidelines, as may be amended, updated or superseded from time to time. The Guidelines to strictly follow are located at various sites, including, but not limited to:
 - a. <https://covid19.ca.gov/>
 - b. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - c. <https://www.sandiegocounty.gov/coronavirus/>
- 2.1 As the Guidelines contemplate additional requirements for facility readiness, including deep cleaning of facilities to prevent the spread of the Coronavirus, Facility User agrees that such deep cleaning/sanitation and other facility readiness requirements will be performed by or at the direction of the District before and after Facility User’s use, in order to ensure that the standards for cleanliness and readiness are met in accordance with the Order, and that Facility User will bear the cost of such additional cleaning, readiness and/or sanitation as it relates to Facility User’s use of the Facility (including, without limitation, cost of labor and supplies). Such costs will be in addition to the costs indicated on the current District facility use fee schedule adopted by the District’s governing board for the current term.
- 2.2 Facility User further acknowledges and understands that the Guidelines set forth limitations on group gatherings and events, and additional requirements pertaining to social distancing, face coverings, hygiene, disinfection/sanitation (including frequent disinfecting and cleaning of all high-contact surfaces, equipment and facilities during Facility User’s use of District’s facility), symptom checks and screening procedures, temporary signage, and related measures pertaining to the operation of Facility User’s program and activities to prevent the spread of Coronavirus. Facility User agrees that Facility User, at its sole cost and expense, shall be solely responsible for developing and enforcing proper protocols and procedures, and otherwise ensuring compliance with these requirements by Facility User and Facility User’s employees, volunteers, participants, partners, officers, members, agents, contractors, customers, guests, invitees, staff, and spectators.

- 2.3 Additionally, FACILITY USER shall have protocols and place and take all precautions necessary to ensure FACILITY USER and its employees, volunteers, participants, partners, officers, members, agents, contractors, customers, guests, staff, invitees, and spectators do not enter District facilities, grounds, or property when they are sick, and do not return until they have met applicable criteria to discontinue home isolation. FACILITY USER understands and agrees that FACILITY USER will promptly notify District upon learning or discovering someone is or becomes sick, and shall inform District, to the extent possible, of all areas used or visited by said person.
3. The FACILITY USER shall not hold the event and shall cancel the event if all Guidelines will not, are not, or cannot be met before, during, or after the event.
 4. The FACILITY USER shall stop the event immediately and send all invitees/participants away if they are observed not to be meeting all required Guidelines.
 5. The District may terminate the FACILITY USER's use of the District facility at any time if, in the sole discretion of the District, the District determines that the FACILITY USER or their invitees/participants are not in full compliance with the Guidelines and/or pursuant to orders or directives of the County of San Diego or other governmental agency. If the District terminates the FACILITY USER's use of the District facility pursuant to this paragraph, the FACILITY USER will be not be entitled to a refund of any fees and will not be entitled to recover any consequential damages arising from such termination.
 6. The District makes no representation regarding the condition of the facility in use. FACILITY USER acknowledges, understands, and agrees that the District's school facilities, grounds or equipment are being provided to FACILITY USER on an "as-is", "where-is" and "with any and all faults" basis, without representation or warranty, whether express or implied, of any kind whatsoever, including, without limitation, any representation or warranty of fitness or suitability for FACILITY USER's particular use or purposes.
 7. Assumption of Risk. FACILITY USER recognizes that there is presently a significant element of risk of Coronavirus transmission inherent in visiting public spaces, such as District's facilities and grounds, and/or engaging in activities, gatherings, or events with or within proximity of others, including, without limitation, accident, personal or bodily injury, illness, viral or bacterial exposure or infection, and/or death, and that engaging in such activities may be dangerous. Facility User agrees that District cannot ensure the safety of FACILITY USER or FACILITY USER's employees, volunteers, participants, officers, members, customers, guests, District facility invitees, and spectators from risks of the Coronavirus or other related or similar pandemics. FACILITY USER has reviewed and understands the risks reflected in the local, state, and federal alerts and guidelines, including, but not limited to, the links above. FACILITY USER assumes all risks, known and unknown, arising from Your use and occupancy of the District facility, including risks from the Coronavirus. FACILITY USER assumes full responsibility for any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses of any person arising from Your use and occupancy of the District facility. ("Your" is defined herein as the FACILITY USER and each of their employees, District facility invitees, participants, volunteers, students, members, spectators, and all other related persons, agents, and entities.)
 8. Waiver and Release of Claims. To the fullest extent permitted by law, FACILITY USER releases the Poway Unified School District, its affiliated campuses, and their governing boards, affiliates,

subsidiaries, divisions, administrators, directors, officers, employees, agents, and volunteers (collectively referred to herein as the "District"), from and against all claims and causes of action, for any injury or harm of any kind which may arise from or out of Your use and occupancy of the District facility, including the risks from Coronavirus. This release is intended to discharge the District against any and all liability arising out of or connected in any way with Your use and occupancy of the District facility, even though that liability may occur or arise out of the negligence or carelessness on the part the District. I understand that by signing this Agreement, I am releasing claims and giving up substantial rights, including my right to sue, and acknowledge that I am doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

9. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, ON BEHALF OF MYSELF AND MY ORGANIZATION, FACILITY USER AGREES TO IMMEDIATELY DEFEND, INDEMNIFY, AND HOLD THE DISTRICT (AS DEFINED ABOVE IN SECTION 8) FREE AND HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE THAT MAY ARISE IN WHOLE OR IN PART FROM THE APPLICATION AND AGREEMENT FOR THE USE OF FACILITIES AND THIS CORONAVIRUS ADDENDUM, INCLUDING AS IT RELATES TO ANY EXPOSURE TO THE CORONAVIRUS (AS DEFINED ABOVE). THE DEFENSE AND INDEMNITY OBLIGATIONS UNDER THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE DISTRICT OR ANY OTHER PERSON OR ENTITY'S ACTIVE OR PASSIVE NEGLIGENCE.

Addendum acknowledgment: I acknowledge that I have read this addendum and agree to all of its terms and that I fully understand my responsibility to adhere to all Coronavirus guidelines and instruction during the use of the District facility.

Name of FACILITY USER's Organization: _____

Name of Representative/Agent (please print): _____

Signature of Representative: _____

Address: _____

Work Phone: _____ Other Phone: _____