

Key Pen Parks

Coronavirus/Covid-19 Waiver of Liability



I, (person renting shelter/pavilion/field or facility) _____, wish to rent (shelter/pavilion/field or facility) _____ on _____ for an event

Description of event) _____ with a maximum of _____ attendees.

As a condition of renting any shelter/pavilion/field or facility at Key Pen Parks, the person and/or entity must follow all applicable guidance of the Washington Roadmap to Recovery (What is allowed in each phase) in effect at the time of the event, to protect residents and park users from Covid-19 and to require of all of their attendees to follow all applicable guidance. **Key Pen Parks cannot completely guarantee that people participating in events at events held at our parks and facilities will not become exposed to, contract, or spread Covid-19.** Therefore, if you choose to rent a park shelter, pavilion, field, or facility at Key Pen Parks, you may be exposing yourself and/or your participants to Covid-19 and/or increasing the risk of contracting or spreading Covid-19.

- All users should always use proper social distancing measures including:
 - Wash or sanitize hands frequently
 - Masks are required
 - Maintain a 6-foot distance at all times
 - Avoid touching your face
- Groups shall disinfect surfaces before and after their event. Although facilities are regularly cleaned and sanitized, Key Pen Parks cannot guarantee that any of the surfaces within will have been disinfected since their last use.
- Should a proclamation, issued by the Governor, before or on the date of the event render the rental of a shelter/pavilion/field, or facility non-compliant, Key Pen Parks must terminate the rental agreement and issue a refund on all fees paid.

____ **Assumption of Risk:** I acknowledge the highly contagious nature of the Covid-19 virus and voluntarily assume the risk that I, or members of my group or organization, may be exposed to or infected by Covid-19 by participating in any way in any reservation or rental taking place at a Key Pen Parks shelter, pavilion, field, or facility, and that such exposure and infection may result in personal injury, illness, permanent disability, and/or death.

____ I have carefully read and voluntarily sign this Covid-19 release and general release and agree that no representation, statements, or inducements, written or oral, which are not expressly contained in this Covid-19 release and general release have been made. I am aware that in executing this Covid-19 release and general release I am forfeiting valuable legal rights, including the right to recover damages from Key Pen Parks, whether caused by property damage, personal injury, disability, death and other loss of every kind and nature which relates directly to exposure to or contraction of Covid-19 by attendees and other persons present at the function or in, on or about the park facility or otherwise caused. I expressly understand and agree that this Covid-19 release and general release is a promise by me not to sue and a release of and indemnification for all claims which may otherwise be asserted by me, on my behalf, or by any other party associated with the event.

____ I have read and understood the above warning concerning Covid-19. I hereby choose to accept the risk of contracting Covid-19, for myself and/or for my attendees.

____ I understand that if capacity limits and/or any other Covid-19 guidelines are not complied with during the shelter/pavilion/field, or facility rental, Key Pen Parks reserves the right to terminate the rental without warning. This would forfeit any rental or deposit fees.

Signature of responsible party

Date