

ADDENDUM

COVID-19 Waiver, Release, and Indemnification

In addition to terms outlined within the Berks County Parks & Recreation Department Standard Reservation Application, the undersigned renter (“**Renter**”) also agrees to be bound by the terms of this COVID-19 Addendum. The Renter recognizes that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. The County of Berks and its Parks and Recreation Department (collectively “**County Parks Department**”) have established preventative measures to reduce the spread of COVID-19. However, the County Parks Department cannot guarantee that visitors will not become infected with COVID-19.

By signing this Addendum, the Renter acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that the Renter, or their guests, may be exposed to or infected by COVID-19 at any point during their use and rental of County Parks Department facilities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. The Renter understands that the risk of becoming exposed to or infected by COVID-19 at the County Parks Department facilities may result from the actions, omissions, or negligence of the Renter and others. To that end, the Renter hereby certifies that they have reviewed COVID-19 guidelines and recommendations from the Commonwealth of Pennsylvania Department of Health and the Centers for Disease Control and Prevention with respect to the renting of the County Parks Department facilities in question.

The Renter understands and agrees that it is their sole responsibility to ensure that their guests are informed of the dangers associated with COVID-19 and that responsible practices are followed for the duration of the rental to help mitigate any and all COVID-19 risks that may be associated with the rental. The Renter agrees to abide by all social distancing and face-masking guidelines and will take appropriate measures to ensure their guests do the same. The Renter acknowledges that their rental privileges may be terminated at any time, without refund, should deficient COVID-19 mitigation behavior occur during the rental period. The Renter agrees that the determination of deficient COVID-19 mitigation practices shall be made at the sole discretion of the County Parks Department.

The Renter understands that they assume all risks outlined within this Addendum and accept sole responsibility for any COVID-19-related injury (including but not limited to personal injury, disability, and death), illness, damages, loss, claim, liability, or expense of any kind, that the Renter, their guests, or anyone otherwise associated with this rental, may experience or incur in connection with the rental and use of the County Parks Department facilities in question. The Renter hereby releases, covenants not to sue, waives, discharges, and holds harmless the County Parks Department, their elected officials, their employees, agents, and representatives, of and from the claims, including all liabilities, claims, actions, damages, costs or expenses of any kind relating to COVID-19 and arising out of or relating to the use and rental of the respective facilities. The Renter understands and agrees that this release includes claims based on actions, omissions, or negligence of the County Parks Department, their employees, agents, and representatives, whether

a COVID-19 infection occurs before, during or after Renter's use and rental of County Parks Department facilities.

The Renter further agrees to defend and indemnify the County Parks Department from and against any and all claims, losses, actions, suits, proceedings, costs, expenses, fees, damages, and liabilities of any kind or nature whatsoever that may arise from or is in any way related to this facility rental, including but not limited to injuries, illnesses, disabilities, and deaths caused by COVID-19, regardless of whether such claims are premised upon the omissions or negligence of the County Parks Department or other germane entity or individual. This includes but is not limited to reasonable attorney fees and costs, and any and all other costs and expenses incurred by the County Parks Department in enforcing any right to indemnification pursuant to this Agreement, and the cost of pursuing any and all insurance providers, incurred by and/or awarded against the County Parks Department in a final non-appealable judgment.

If any term or provision of this COVID-19 Addendum shall be rendered or declared invalid by any court of competent jurisdiction, or by reason of it requiring any steps, actions or results, the remaining parts of this Agreement shall remain in full force and effect. The Renter acknowledges that they have reviewed the terms of this Addendum in full. By signing below, the Renter willingly agrees to be legally bound to the Addendum's terms and understands and agrees that they are executing this Addendum voluntarily, without any duress or undue influence on the part or behalf of the County Parks Department or any other third party.

Signature of Renter/User

Date

Print Name of Renter/User