

## WAIVER OF LIABILITY AND INDEMNIFICATION

IDENTIFICATION OF CITY OF EASLEY FACILITY: \_\_\_\_\_

1. I have chosen to rent and use the identified City of Easley facility above, which is owned by the City of Easley and available to the public for use.
2. I agree that I am personally responsible for my safety and actions and those of my guests while using the identified facility. I agree to comply with all City of Easley ordinances, policies, and rules, including but not limited to all City of Easley policies, guidelines, signage, and instructions as well as South Carolina law. Also, because the City of Easley identified facility open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the City of Easley, its officials, council members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively, the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my guests related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using the City of Easley facilities, or otherwise, while participating in any activity while in, on, or around the City of Easley and/or while using any City of Easley tools, equipment, or materials.
3. For valuable consideration, I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use or my guests' use of the City of Easley identified facility, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.
4. I further agree to properly clean the identified City of Easley facility in accordance with all City of Easley policies, guidelines, signage, and instructions.
5. I agree to limit attendance at the City of Easley identified property or facility in accordance with all City of Easley policies, guidelines, signage, and instructions and South Carolina law.
6. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using the City of Easley identified facility to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully

competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Wavier of Liability shall be governed by and construed in accordance with South Carolina law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole.

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Printed Name

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Signature

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Date