



FACILITY RENTAL AND/OR USE WAIVER OF LIABILITY, RELEASE, INDEMNITY AND ASSUMPTION OF RISK FORM

NEWPORT VISUAL ARTS CENTER * NEWPORT PERFORMING ARTS CENTER
CITY OF NEWPORT ,OREGON

PLEASE READ CAREFULLY PRIOR TO SIGNING

1. I wish to participate in the use and/or rental of an OCCA Facility (Facility), managed by the OCCA and owned by the City of Newport, Oregon. My participation in the use and/or rental of this Facility is voluntary. I acknowledge that I have read the Rental Agreement and the Usage Policy in their entirety and understand my rights and obligations stated in each of those documents and agree to comply with the terms of the Rental Agreement and Usage Policy.
2. I acknowledge that participating in the use and/or rental of this Facility carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid them. Such risks include minor injuries such as bruises and sprains, major injuries such as joint or back injuries, broken bones and head injuries, and catastrophic injuries including long term or permanent physical or mental impairment or death. I, and my facility rental guests, assume any and all risks, both known and unknown, while participating in the Facility use and/or rental.
3. I acknowledge that COVID-19 has been declared a worldwide pandemic by the World Health Organization as it is extremely contagious and believed to be spread mainly by person-to-person contact. While the Federal, State and Local Government, as well as the OCCA and the Facility, have enacted preventative measures to reduce the spread of COVID-19, I acknowledge that nothing can guarantee that participants in the Facility use and/or rental will not become infected with COVID-19 and voluntarily assume the risk that I, and my guests and participants in the Facility use and/or rental, may be exposed to, or infected by, COVID-19 by participating in the use and/or rental of the Facility.
4. I acknowledge and understand that there are many contagious illnesses, viruses and diseases, and that there are, and will be, variations of COVID-19. I acknowledge that nothing can guarantee that participants in the Facility use and/or rental will not become infected with any such illness, virus, disease, or COVID-19 variation, and voluntarily

assume the risk that I, and my guests and participants in the Facility use and/or rental, may be exposed to or infected by any such illness, virus, disease, or COVID-19 variation by participating in the use and/or rental of the Facility.

5. To the best of my knowledge, neither I, nor any of my guests or participants, have any physical, medical or mental condition that would prevent myself, my guests or participants from participating in the Facility use and/or rental. I warrant that I, or my guests or participants, during the use and/or rental of the Facility, do not have any symptoms of COVID-19, including, without limitation, fever, cough, shortness of breath or difficulty breathing, chills, muscle or body aches, or have a suspected or confirmed diagnosis of COVID-19, or any other contagious illness, virus, disease or COVID-19 variation.
6. I agree to notify the OCCA and the City of Newport, if I, or a member of my household, or one of my participants or guests in the use and/or rental of the Facility, receives a positive or presumptive positive diagnosis of COVID-19 within 14 days of the use and/or rental of the Facility. I further agree to permit the OCCA and/or the City of Newport to notify those persons with whom I or my participants or guests may have had contact with during the use and/or rental of the Facility, of the positive or presumptive positive diagnosis. Notwithstanding anything herein, the OCCA will not share my name or any other personal identifying information with any third party without my express written consent prior to any such disclosure.
7. In consideration of being allowed the use and/or rental of the Facility:
 - a. I understand and agree that neither the Facility, the OCCA, nor the City of Newport, nor any person acting on behalf of the Facility, OCCA or City of Newport, may be held liable in any way for any event which occurs in connection with the Facility use and/or rental, which may result in harm, injury, allergic reaction, illness, death or other damage to myself, my guests or participants. This waiver of liability does not waive liability for willful, wanton or intentional misconduct of the Facility, OCCA or the City of Newport; and
 - b. I release, waive, discharge and covenant not to sue the Facility, OCCA and/or the City of Newport, nor anyone acting on their behalf, including Board members, employees, agents, or volunteers for any and all liability to myself, guests, participants, representatives, assigns, heirs, and next of kin for any loss or damage of property, or any damage, injury, allergic reaction, illness or death, of myself, my guests or participants during the use and/or rental of the Facility, whether caused, directly or indirectly, by negligence, actions or omissions of myself, my guests or participants, any other person, the Facility, OCCA or the City of Newport; and
 - c. I agree to indemnify, defend and hold harmless the Facility, OCCA and the City of Newport, and anyone acting on their behalf, from any and all claims, causes of action, loss, liability, damages or costs that they may incur, including reasonable attorney fees, whether caused by the negligence of, or otherwise related to, myself, my guests or participants during the use and/or rental of the Facility.
8. This Waiver of Liability, Release, Indemnity and Assumption of Risk Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Oregon and that if any portion thereof is held to be invalid, I agree that that the remaining provisions of this Agreement shall, notwithstanding, continue in full legal force and effect.

9. It is my express intent that this Waiver of Liability, Release, Indemnity and Assumption of Risk Agreement shall bind the members of my family, if I am alive, and my heirs, assigns and personal representative if I am deceased.
10. I, on behalf of myself, my guests and participants, heirs and next of kin, acknowledge that I have read this Agreement carefully, understand its significance and voluntarily agree to all of the terms of this Waiver of Liability, Release, Indemnity and Assumption of Risk Agreement.

Name (please print)

Organization

Signature

Date

Contact phone number

Email

Address

Emergency contact name & phone