Waiver and Release of Claims.

To the fullest extent permitted by law, FACILITY USER releases **Goleta Union School District** and its **Board of Trustees**, individual board members , affiliates, subsidiaries, divisions, administrators, directors, officers, employees, agents, and volunteers (collectively referred to herein as the "District"), from and against any and 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 Corona-virus. 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 of 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.

Acknowledgment of Risk by FACILITY USER's Participants and Invitees.

FACILITY USER agrees to explain to participants and invitees the risk of exposure to the Corona-virus that may result from participation in the event. FACILITY USER shall require participants and invitees to sign an Acknowledgment of Risk as follows:

"I acknowledge that my participation in the Activity may result in risk of exposure to contagious diseases, such as COVID-19, property damage, bodily or personal injury, including death. I acknowledge and agree that I am voluntarily attending this Activity at my own risk and that I remain responsible for my well-being, including taking necessary steps to ensure my personal safety. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of <u>Goleta Union School District.</u>

Indemnification and Hold Harmless

To the fullest extent permitted by law, on behalf of myself and my organization, I agree to immediately defend, indemnify, and hold <u>Goleta Union School District</u> 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 corona-virus addendum, including as it relates to any exposure to the corona-virus.

ACKNOWLEDGEMENT AND AGREEMENT: I have read this application and agree to the terms.

| APPLICANT SIGNATURE: | DATE: | |
|----------------------|-------|--|
| | | |

RJK/ABH/2022-01-14