In addition to the attached Facility Use Agreement/Permit for the Use of Facilities, Applicant/Representative enters this Coronavirus Addendum, which is hereby incorporated into the Application and Agreement, as follows:

1. Applicant/Representative (the “Facility User”) acknowledges that the County of San Diego, acting through its Health Officer, has imposed health protocols on all individuals, business and organizations, including Facility User, due to the SARS-CoV-2 virus (the “Coronavirus”).

2. Facility User has read and agrees to strictly, and without exception, follow all the guidelines related to Coronavirus (“Guidelines,” as set forth in more detail at the links below), as may be amended, updated or superseded from time to time. The Guidelines to strictly follow are located at various sites, including, but not limited to:
   c. https://www.sandiegocounty.gov/coronavirus/

2.1 Facility User acknowledges that the Guidelines contemplate and/or impose certain requirements for facility readiness, including deep cleaning of facilities to prevent the spread of the Coronavirus, and Facility User hereby agrees that such deep cleaning/sanitation and other facility readiness requirements will be performed by or at the direction of the District before and after Facility User’s use, in order to ensure that the standards for cleanliness and readiness are met in accordance with the Guidelines. Although such deep cleaning/sanitation may be performed by or at the direction of District, Facility User will bear the cost of such additional cleaning, readiness and/or sanitation as it relates to Facility User’s use of the Facility (including, without limitation, the cost of labor and supplies necessary to perform such cleaning/sanitation), as requested by the District. Such costs will be in addition to the costs indicated on the District’s current facility use fee schedule adopted by the District’s governing board for the current term.

2.2 Facility User further acknowledges and understands that the Guidelines set forth limitations on group gatherings and events, and impose certain requirements pertaining to social distancing, face coverings, hygiene, disinfection/sanitation (including frequent disinfecting and cleaning of all high-contact surfaces, equipment and facilities during Facility User’s use of District’s facility), symptom checks and screening procedures, temporary signage, and related measures pertaining to the operation of Facility User’s program and activities to prevent the spread of Coronavirus. Facility User agrees that Facility User, at its sole cost and expense, shall be solely responsible for developing and enforcing proper protocols and procedures, and otherwise ensuring compliance with these requirements by Facility User and Facility User’s employees, volunteers, participants, partners, officers, members, agents, contractors, customers, guests, invitees, staff, and spectators.
2.3 Facility User shall have protocols in place and take all precautions necessary to ensure Facility User and its employees, volunteers, participants, partners, officers, members, agents, contractors, customers, guests, staff, invitees, and spectators do not enter District facilities, grounds, or property when they are sick, and do not return until they have met applicable criteria to discontinue home isolation. Facility User understands and agrees that Facility User will promptly notify District upon learning or discovering someone is or becomes sick, and shall inform District, to the extent possible, of all areas used or visited by said person.

3. The Facility User shall not hold the event and shall cancel the event if all Guidelines will not, are not, or cannot be met before, during, or after the event.

4. The Facility User shall stop the event immediately and send all invitees/participants away if Facility User observes any instance of non-compliance with the Guidelines.

5. The District may terminate the Facility User's use of the District facility at any time if, in the sole discretion of the District, the District determines that the Facility User or their invitees/participants are not in full compliance with the Guidelines. If the District terminates the Facility User's use of the District facility pursuant to this paragraph, the Facility User will be not be entitled to a refund of any fees and will not be entitled to recover any consequential damages arising from such termination.

6. The District makes no representation regarding the condition of the facility to be used by Facility User. Facility User acknowledges, understands, and agrees that the District’s school facilities, grounds or equipment are being provided to Facility User on an “as-is”, “where-is” and “with any and all faults” basis, without representation or warranty, whether express or implied, of any kind whatsoever, including, without limitation, any representation or warranty of fitness or suitability for Facility User’s particular use or purposes.

7. Assumption of Risk. Facility User recognizes that there is presently a significant element of risk of Coronavirus transmission inherent in visiting public spaces, such as District’s facilities and grounds, and/or engaging in activities, gatherings, or events with or within proximity of others, including, without limitation, accident, personal or bodily injury, illness, viral or bacterial exposure or infection, and/or death, and that engaging in such activities may be dangerous. Facility User agrees that District cannot ensure the safety of Facility User or Facility User's employees, volunteers, participants, officers, members, customers, guests, District facility invitees, and spectators from risks of the Coronavirus or other related or similar pandemics. Facility User has reviewed and understands the risks reflected in the local, state, and federal alerts and guidelines, including, but not limited to, the links above. Facility User assumes all risks, known and unknown, arising from Facility User’s, its employees, participants, volunteers, students, members, spectators, and all other related persons, agents, and entities (“Facility User Parties”) use and occupancy of the District facility, including risks related to Coronavirus. Facility User assumes full responsibility for any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses of any person arising from the Facility User Parties’ use and occupancy of the District facility.

8. Waiver and Release of Claims. To the fullest extent permitted by law, Facility User releases the Escondido Union High School District, its affiliated campuses, governing boards, affiliates, subsidiaries, divisions, administrators, directors, officers, employees, agents, and volunteers (collectively referred to herein as the “District Parties”), from and against all claims and causes of action, for any injury or harm of any kind which may arise from or out of the Facility User Parties’ use and occupancy of the District facility, including any and all risks related to Coronavirus. This release is intended to discharge the District against any and all liability arising out of or connected in any way with the Facility User Parties’ use and occupancy of the District facility, even if such liability may
occur or arise out of any actual or alleged negligence or carelessness on the part of the District. Facility User understands that by signing this Agreement, Facility User is releasing claims and giving up substantial rights, including the right to sue, and acknowledges that it is doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

9. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, ON BEHALF OF MYSELF AND MY ORGANIZATION, FACILITY USER AGREES TO IMMEDIATELY DEFEND, INDEMNIFY, AND HOLD THE DISTRICT PARTIES 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 CORONAVIRUS ADDENDUM, INCLUDING AS IT RELATES TO ANY EXPOSURE TO THE CORONAVIRUS (AS DEFINED ABOVE). THE DEFENSE AND INDEMNITY OBLIGATIONS UNDER THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE DISTRICT’S OR ANY OTHER PERSON’S OR ENTITY’S ACTIVE OR PASSIVE NEGLIGENCE.

Addendum acknowledgment: I acknowledge that I have read this addendum and agree to all of its terms and that I fully understand my responsibility to adhere to all Coronavirus Guidelines and instruction during the use of the District facility.

Name of Facility User’s Organization: ____________________________________________

Print Name of Representative/Agent: ____________________________________________

Signature of Representative/Agent: ____________________________________________

Address: ___________________________________________________________________

Work Phone: ________________ Other Phone: ________________