

COVID-19 Liability Waiver, Indemnification, and Hold Harmless Agreement

Name of Responsible Party: _____

Date of Event: _____

This Covid-19 Liability Waiver, Indemnification, and Hold Harmless Agreement (hereinafter referred to as “Agreement”) is intended to address the Coronavirus/COVID-19 Pandemic in relation to the usage of facilities owned by the Town of Williamston for the above referenced event.

I acknowledge that I am the responsible party for above referenced event, and I am executing this agreement on behalf of myself, all my invitees, and other persons who may attend this event.

I acknowledge the contagious nature of Coronavirus/COVID-19, that it is an ongoing pandemic, that South Carolina is still under a State of Emergency, and that the CDC, SCDHEC, and other public health authorities recommend limiting contact with others, practicing social distancing, and the wearing of masks or other personal protective equipment in public.

I further acknowledge that the Town of Williamston cannot guarantee that I, any of my invitees, or any other persons who may attend this event will not become infected with Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to staff, invitees, and other persons who may attend this event, or persons not in attendance who have been in contact with those in attendance.

I am voluntarily seeking use of facilities owned by the Town of Williamston, and I acknowledge that I am increasing my risk, the risk of my invitees, and the risk of any other persons who may attend this event to exposure to Coronavirus/COVID-19.

I agree to comply with all laws, regulations, executive orders, procedures, and guidelines set forth by the CDC, SCDHEC, and any other governmental bodies at all times during my usage of Town facilities, and I further agree to personally ensure that all my invitees and other persons attending the event will comply with all laws, regulations, executive orders, procedures, and guidelines set forth by the CDC, SCDHEC, and any other governmental bodies at all times during my usage of Town facilities. This includes, but is not limited to maintaining social distancing, limiting the number of persons in the auditorium at any time to no more than two hundred fifty (250), limiting the number of persons in the banquet rooms at any time to no more than eighty five (85), limiting the number of persons in the dining room with kitchen at any time to no more than fifteen (15), and requiring that all persons attending the event wear masks or other appropriate facial coverings at all times.

I agree to ensure that neither I, any of my invitees, nor any other person attending the event have experienced any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell within fourteen (14) days of the event.

I agree to ensure that neither I, any of my invitees, nor any other person attending the event have traveled internationally within fourteen (14) days of the event.

I agree to ensure that neither I, any of my invitees, nor any other person attending the event have traveled to a highly impacted area within the United States of America within fourteen (14) days of the event.

I agree to ensure that neither I, any of my invitees, nor any other person attending the event believe that they have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19 within fourteen (14) days of the event.

I agree to ensure that neither I, any of my invitees, nor any other person attending the event have been diagnosed with Coronavirus/Covid-19 and not yet been cleared as non-contagious by state or local public health authorities.

I agree to ensure that I, any of my invitees, and any other person attending the event have been following all CDC recommended guidelines as much as possible and limiting exposure to Coronavirus/COVID-19 for at least fourteen (14) days prior to the event.

Full Release and Waiver. I, on behalf of myself, any of my invitees, and any other person attending the event, hereby release and forever discharge and hold harmless the Town of Williamston, its successors, parent organizations, subordinate organizations, employees, agents, and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from my usage of Town facilities for this event. I understand that this release discharges the Town of Williamston from any liability or claim that I, any of my invitees, or any other person attending the event may have against the Town of Williamston with respect to any bodily injury, personal injury, illness, or death, that may result from my usage of Town facilities, whether it is caused by the negligence of Town of Williamston, its successors, parent organizations, subordinate organizations, employees, agents, or assigns, or any third parties. I also understand that the Town does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

Indemnification. I agree to hold harmless and fully indemnify the Town of Williamston, its successors, parent organization, subordinate organizations, employees, agents, and assigns from any loss or damages that the Town of Williamston, its successors, parent organization, subordinate organizations, employees, agents, and assigns, may incur as a result of acts or omissions of myself, any of my invitees, or any other persons attending this event that may be in violation of any laws, regulations, executive orders, procedures, or guidelines set forth by the CDC, SCDHEC, and any other governmental bodies.

I expressly agree that the release, waiver, and indemnification clauses of this agreement are intended to be as broad and inclusive as permitted by the laws of South Carolina. I agree that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement which shall continue to be enforceable.

By my signature below, I agree that I have read and understood each provision of this agreement and that I am not in need of any legal advice prior to signing this agreement.

Responsible Party

Date: _____