

## Facility Rentals COVID-19 Guidelines for Indoor and Outdoor Facility Usage

The following guidelines in response to the COVID-10 pandemic are necessary to ensure the safe utilization of the District's properties while protecting the health of our staff, students and rental participants. These requirements will be clearly communicated and updated regularly on our District website and through the Facilitron website. Failure to comply shall result in denial of future rental requests.

The requirements below must be strictly followed for ALL facility rentals:

- 1. I have reviewed the "2020-2021 UIL COVID-19 Risk Mitigation Guidelines" (University Interscholastic League) and agree that my event will comply with these protocols.
- 2. I understand that in accordance with Texas Gov. Greg Abbott's executive order, effective June 5, 2021, students, staff, parents, and visitors will no longer be required to wear masks in schools or in District buildings.
- 3. I agree however, any individual may wear a mask if they choose to do so. Personal choice about mask wearing is always to be respected by all staff, students, parents, and visitors.
- 4. I understand and agree that I have access to use the District's <u>Attendee Management</u> tool to track attendees to my event.
- I understand and agree that I am required to notify the district's contact tracing team (HR dept. <u>COVID19SupportTeam@fortbendisd.com</u>) if any participant is later diagnosed with COVID-19.
- 6. I understand that every effort should be made to ensure that a minimum of three (3) feet of distance is kept between individuals who are not from your household in both indoor and outdoor spaces.
- 7. I understand that anyone entering a District facility, will confirm they do not have COVID-19 symptoms and have not tested positive for COVID-19 in the last ten days. Unvaccinated individuals will also confirm they do not believe they have been in close contact with an individual who has tested positive with COVID-19 or traveled internationally.
- 8. I understand that final District approval is contingent upon availability of FBISD custodial staff.
- 9. Please describe your event.



## COVID-19 Facility Rentals Waiver, Release and Assumption of Risk Form

On behalf of myself and any organization that I may represent as the renter of a Fort Bend Independent School District (FBISD) facility, I hereby agree to abide by all rules, guidelines and requirements as set forth by The School Board of FBISD and assume all risks associated with renting such space. In consideration of being permitted to rent such space, (hereafter known as the "Facility Rental") and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, the School Board of FBISD and its insurers, members, employees, representatives, contractors, sponsors, agents, successors and assignors (collectively referred to as "Released Parties") from all liability to me, my personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to myself to the person or property or resulting in death, whether caused by the negligence of the released collectively, of third parties, or otherwise while I am observing, attending or in any way participating in the Facility Rental.

I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Released Parties and each of them from any loss, liability, damage, or cost they may incur due to my presence in or upon the area or in any way observing, attending, or in any way participating in Facility Rental, whether caused by the negligence of the Released Parties or otherwise.

I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF CONTRACTING COVID-19, SUSTAINING BODILY INJURY, DEATH OF MYSELF OR PROPERTY DAMAGE due to the negligence of Released Parties or otherwise while in or upon the area and/or while observing, attending, or in any way participating in the Facility Rental.

I certify that I am in good health, have no fever, and have no current issues that make it unsafe for any of my participants or staff to utilize the rental space. I will notify FBISD Risk Management Department and the school and suspend any rental agreement if I or my staff or any attendees at the Facility Rental develops a fever or illness or tests positive for COVID-19.

I agree that if any Facility Rental attendee later tests positive for COVID-19, I will be fully responsible for any additional cleaning costs assessed by the District.

I expressly acknowledge and agree that attending, observing, and/or participating in the Facility Rental during this global pandemic could be dangerous and involve risk of infection, serious illness, serious injury and/or death to myself and/or property damage. I further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Further, I agree that if any of the Released Parties seek to enforce this Release due to any claims made by me or by any third party, I will indemnify them for all costs associated with enforcement of this Release, including, but not limited to attorney's fees.