**ADDENDUM TO PAVILION RENTAL AGREEMENT**

**COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION**

1. I agree that I am personally responsible for my safety and actions, and the actions of all invitees and guests, while renting a St. Joseph Charter Township park pavilion.
2. I recognize that there is an ongoing, world-wide pandemic related to the COVID-19 virus.
3. I agree to fully comply with all current Center for Disease Control (CDC), Berrien County Health Department (“Health Department”), and State of Michigan policies, rules, guidelines, and State of Michigan Department of Health and Human Services Emergency Orders under MCL 333.2253 related to COVID-19.
4. The current or updated rules and recommendations for protecting yourself and others can be found at [www.cdc.gov](http://www.cdc.gov) and [www.bchdmi.org](http://www.bchdmi.org), and you can further find current Emergency Orders regarding limits on the size of gatherings and issues such as required six foot social distancing from members not of the same household and non-medical mask requirements at [www.michigan.gov/coronavirus](http://www.michigan.gov/coronavirus), under “Resources”, and then click on “New: MDHHS Epidemic Orders”.
5. The pavilion facilities have been sanitized prior to your use pursuant to CDC and Health Department guidelines.
6. Acknowledgement of Review of Federal, State, and Local COVID-19 Guidelines. I acknowledge that I have reviewed all of the above rules and relevant Emergency Orders, and that I am responsible as the Renter for following all of the guidelines put out by the CDC, Health Department, and State of Michigan regarding private gatherings. I recognize that it is my sole responsibility to ensure that any guest or invitee to a pavilion who is there by virtue of my Rental Agreement is following and abiding by all of the measures required and ordered by the CDC, Health Department, and State of Michigan Executive Orders. I further agree that if any guest or invitee refuses to follow these established guidelines and current Emergency Orders, I will ask that person or persons to leave the premises.
7. Full Waiver of COVID-related Claims. With full awareness and appreciation of the risks involved due to COVID-19, I, for myself and on behalf of all my guests and invitees to the Community Hall, including but not limited to my friends, family, spouse, estate, heirs, personal representatives, executors, administrators, assigns, hereby forever release, waive, discharge, and covenant not to sue St. Joseph Charter Township, its board members, officials, independent contractors, employees, successors, and assigns (collectively the “Released Parties”) from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any other third party using a pavilion, or otherwise, while participating in any activity while in, on, or around a pavilion and/or while using any Township facilities, equipment, chairs, tables, equipment, or related materials.
8. Agreement to Indemnify & Hold the Township Harmless. I further agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of a pavilion, tables and chairs, furniture, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise related in any way to COVID-19.
9. Acknowledgement of Review and Understanding. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemniﬁcation requirements contained in this document; I am suﬃciently informed about the risks involved in using a pavilion, to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least twenty-one (21) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Wavier of Liability shall be governed by and construed in accordance with Michigan law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modiﬁed to the limited extent required to permit enforcement of the Wavier of Liability as a whole.

This Addendum shall become effective on the date signed below by both parties.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Renter

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Renter

St. Joseph Charter Township

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SJCT Representative Signature