

**TOWN OF PORTOLA VALLEY  
COVID-19 RIDER TO FACILITIES USE AGREEMENT**



Permittee(s) agrees to the following:

1. **Social Distancing Requirements.** While the Covid-19 related State emergency is in effect, Permittee(s) shall adhere to the Covid-19 social distancing protocols, health and safety precautions and best practices established by the State of California, County of San Mateo Health Officer and Town of Portola Valley, as may be modified by time to time, relative to outdoor facilities use, day camps, shared equipment and all activities covered by this permit. Safety precautions include but are not limited to the use of personal protective equipment, social distancing requirements, symptom checks and tracking attendance.
2. **Additional Protocols.** Permittee(s) agrees to follow and enforce any additional protocols and procedures developed as part of the activities outlined in the Facilities Use Agreement (Attached as Exhibit A). Permittee(s) agrees to submit any changes to protocols in advance to Town for approval. Permittee(s) agrees to update any participants in advance of implementing new protocols, so that participants may have the option of opting out. For activities that require a monitor, activity shall not take place if no monitor is present.
3. **Do Not Share Keys or Combinations.** Permittee(s) agrees to not share any keys or combinations to locks with participants.
4. **Town Authority to Suspend Activities.** Town has the authority to suspend activities with no prior notice if Permittee(s) and/or participants are not adhering to policies and/or if Federal, State, County, and/or Town regulations change and no longer allow the approved activities outlined in the Facilities Use Agreement.
5. **Assumption of Risk.** Permittee(s) agree that the participation in the league/activity/program (“activity”) subject to the Facilities Use Agreement exposes them to the risk of personal injury, death or property damage due to the nature of the activity. Permittee(s) also acknowledge due to the contagious nature of COVID-19 that they may be exposed to, or infected by COVID-19 by participating in the activity, and that such exposure or infection may result in personal injury, illness, permanent disability, and death.
6. **Hold Harmless/Indemnity.** Permittee(s) agrees to indemnify and hold the Town of Portola Valley, its Town Council, Commissions, agents, officers, volunteers and employees harmless from any and all claims, legal actions or causes of action related to exposure or contraction of the COVID-19 virus at the Town facility subject of this Agreement alleged by any source, including but not limited to Permittee’s employees and patrons, during Permittee’s use of the Premises. Permittee’s indemnification obligation as set forth herein will include any and all costs, expenses, attorneys’ fees and liability incurred by the Permittee or any person in defending against such claims, whether the same proceed to judgment or not. The Permittee will, at its own expense and upon written request by the Town, defend any such suit or action brought against the Town, its Council, Commissions, members, agents, officers, volunteers or employees. This section will survive the expiration or termination of the agreement/permit for use of Town facilities. This indemnity obligation will not cover any COVID-19 related claims that are based on the willful conduct or active negligence of the Town, its employees, representatives or contractors (other than the Permittee and its employees, subcontractors and agents).

Permittee Name \_\_\_\_\_

Permittee(s) Signature \_\_\_\_\_ Date \_\_\_\_\_