



## **ALLIANCE FIRE AND RESCUE SERVICES, INC.**

**201 W. BROADWAY, RED LION, PA 17356**

*Fire Chief: Scott Gingrich*

*717-244-8811*

*President: Richard Sterner*

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### **WAIVER OF LIABILITY FOR RENTAL AGREEMENTS COVID-19 GUIDELINES AND REQUIREMENTS**

The undersigned acknowledges that they have inspected the facilities to be rented from Alliance Fire and Rescue Services,(AFRS) and has found them to be clean and appropriate for use. AFRS attests to all renters of its facilities that all premises, surfaces, tables and chairs have been fully cleaned and sanitized after each use of its facilities. AFRS continues to follow CDC and State Health Department guidelines in the cleaning of its facilities for public use as a rental opportunity for private and public events as a means to stop the transmission and spread of COVID-19.

In addition, the undersigned renter acknowledges that novel coronavirus(“COVID-19”) infections have been confirmed in all locations served by AFRS, and in fact in all areas of the United States and worldwide. In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control (CDC), and the Pennsylvania Dept. of Health, (PA-DOH), for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor the participants at their event shall visit or utilize the premises of AFRS within 14 days after i) returning from highly impacted areas subject to a CDC Level 3 Travel Health notice or an area banned for travel by the PA-DOH; ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice or an area banned for travel by the PA-DOH; or iii) exposure to any person who has a suspected or confirmed case of COVID-19. The undersigned agrees to check all websites of agencies listed above to ensure understanding of current guidelines and restrictions associated with the transmission of COVID-19 in order to prevent any exposure on AFRS properties from the use during the rental period agreed to in the AFRS rental agreement.

Furthermore, the undersigned agrees, represents and warrants that neither the undersigned or their guests shall visit the rental premises if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, shortness of breath; or (ii) has a suspected or diagnosed/confirmed case of COVID-19.

*Leo Station  
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*Established 2020*

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AFRS has taken certain steps to implement the recommended guidance issued at the time of the undersigned's rental agreement in order to slow the transmission of COVID-19, including without limitation the access/use restrictions set forth above. The undersigned acknowledges and agrees that AFRS may revise its procedures for renting its properties at any time based on updated recommended guidance and protocols issued by the Public Health Agencies mentioned earlier, and further agrees to comply with AFRS's revised procedures prior to use of its rental facilities.

The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities for themselves and their guests, and acknowledges that use thereof by the undersigned and/or participating guests may, despite AFRS's reasonable efforts to mitigate such dangers, may result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO RENT ANY OF AFRS FACILITIES FOR ANY PURPOSE ALLOWED BY THE RENTAL AGREEMENT, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

The undersigned, on his or her behalf, and on behalf of all guests and visitors to the undersigned's event to be held in the AFRS facility to be rented, hereby releases, waives, discharges, and covenants not to sue AFRS, its directors, officers, volunteers, and agents from all liability to the undersigned or such participating guests or visitors, and all personal representatives, assigns, heirs, and next of kin of the undersigned and any participating guests or visitors for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating guests or visitors or any person who may contract COVID-19, directly or indirectly, from the undersigned or any participating guests or visitors whether caused by the negligence, active or passive, of AFRS or otherwise while the undersigned or participating guests or visitors are in, upon, or about the premises or any facilities affiliated with AFRS. It is the complete and full responsibility of the undersigned to monitor guests and visitors at their event, and AFRS staff will not participate in ensuring adherence to current guidelines in place by any of the Public Health Agencies before, during or after the undersigned's event.

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The undersigned understands and agrees that AFRS is not required to provide insurance to cover the undersigned or any of their guests or visitors in the event they suffer illness, injury, death, property loss, theft, or damage of any sort upon, or about the premises or facilities being rented from AFRS.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, INJURY OR DEATH TO THE UNDERSIGNED OR ANY GUEST OR VISITOR WHILE IN OR ABOUT THE FACILITIES BEING RENTED.

The undersigned further expressly agrees that the foregoing assumption of risk, release and waiver of liability, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Pennsylvania, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

As the undersigned, I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM AFRS IN CASE OF ILLNESS, INJURY, DEATH, OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY FACILITY OR PROGRAM, AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.

I ALSO UNDERSTAND THAT THIS AGREEMENT APPLIES NOT ONLY TO ADULTS BUT ALSO TO ALL CHILDREN IN ATTENDANCE AT THE EVENT BEING HELD IN THE PROPERTY TO BE RENTED.

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**I HAVE READ AND UNDERSTAND THE TERMS OF THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND ITS TERMS.**

\_\_\_\_\_  
**SIGNATURE**

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**ORGANIZATION IF ANY**

\_\_\_\_\_  
**EMERGENCY CONTACT NAME**

\_\_\_\_\_  
**EMERGENCY CONTACT NUMBER**

\_\_\_\_\_  
**AFRS REPRESENTATIVE SIGNATURE**

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**PRINTED NAME**

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