

**Waiver of Liability/Indemnity Relating to  
Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID 19 is extremely contagious and is believed to spread mainly from person-to-person contact. Federal, state, and local governments and federal and state health agencies have enacted Executive Orders, have taken steps to recommend social distancing, and have in many locations, including Arizona, prohibited the congregation of groups of people.

Attending events at the City of Mesa, Arizona’s (“City”) facilities could increase the risk of your organization’s (“Organization”) participants contracting COVID-19 because an inherent risk of exposure to COVID-19 exists in any public place where people are, or have been, present. The City cannot guarantee that your Organization’s participants will not become infected with COVID-19 if your Organization’s participants attend events at City facilities.

By signing this agreement, I, on behalf of the Organization and with legal authority to bind the Organization, acknowledge the contagious nature of COVID-19 and voluntarily agree that the Organization will pay, defend, protect, indemnify and hold harmless, individually and collectively, the City and its employees, elected and appointed officials, directors, volunteers, agents, and representatives (collectively, the “Indemnified Persons”), from and against all liabilities, losses, damages, costs, expenses (including reasonable attorneys’ fees and costs), causes of action (whether in contract, tort, or otherwise), suits, claims, demands, and judgments of every kind, character and nature whatsoever (collectively, the “Liabilities”) directly or indirectly arising from or relating to COVID-19 claims asserted against any Indemnified Person by an Organization’s participants or persons attending an Organization’s activities at City facilities including, but not limited to, any liability directly or indirectly arising out of or connected with the use or occupancy of the City facility by anyone affiliated with the Organization or exposure to, or becoming infected by, COVID-19 by any person attending or participating in City programs and activities or being present at City facilities. The procuring of policies of insurance shall not be construed to be a limitation upon the Organization’s liability or as full performance on its part of the indemnification provisions of this agreement.

\_\_\_\_\_  
**Name of Organization**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print Name**

