

**ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT RELATING TO  
CORONAVIRUS/COVID-19**

This Agreement is between All Saints' Episcopal Church and

Tenant: \_\_\_\_\_

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. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing in accordance with guidelines provided by the U.S. Center for Disease Control (CDC) and the Department of Health (DOH).

Tenants are required to follow the mandates of all government officials and agencies as they pertain to the prevention and mitigation of COVID-19 exposure throughout the island of Kaua'i and as applicable under Governor David Y. Ige's Eighth Supplemental Proclamation, and Exhibit G the "State Roadmap to Recovery and Resilience."

The undersigned user/s hereby agree/s to indemnify, hold harmless and defend **The Episcopal Church in Hawaii ("TECH") and All Saints' Episcopal Church ("Parish")** against all claims and demands for loss or damage, including property damage, personal injury or **illness** and wrongful death, arising out of or in connection with the use of the facilities by the users or any person claiming by, through or under the users, or any accident or fire in the facilities or any nuisance made or suffered thereon, or any other liability whatsoever on account of the use of the premises, and will reimburse TECH and Parish for their costs and expenses, including reasonable attorneys' fees, incurred in connection with the defense of any such claims.

In the event of a "Stay at Home" order, tenants may be asked to temporarily cease operations without prior notice until conditions allow the return to public gatherings. While the campus is closed, rental fees may be partially or entirely waived. Under the conditions of the "Safer at Home" order which allows the workforce to return, rental fees may be partially reduced for a short period to allow tenants time to recuperate. Tenants may mail or email a written request to the Church Office for temporary relief. Rental fees for Lease Agreement Tenants may be prorated according to the date operations resume. Rental Agreement Tenants will resume an hourly rate of \$25.00/hr unless otherwise negotiated with the Parish.

Should transmission occur during the Tenant's activity or event or contact tracing identifies the activity or event as a possible source of exposure, the Tenant agrees to immediately cease activities, notify the Church Office, and advise their patrons to return home and to contact their health care provider for further instruction, with the Tenant to follow the same.

This agreement takes effect immediately and will remain in force until government officials proclaim COVID-19 is no longer a threat.

The Parish is authorized to verify the information and representations provided by the user/s.

The foregoing Agreement is hereby made:

User:

Parish: All Saints' Episcopal Church

By: \_\_\_\_\_  
(Signature & Title)

By: \_\_\_\_\_  
(Signature & Title)

By: \_\_\_\_\_  
(Signature & Title)

By: \_\_\_\_\_  
(Signature & Title)

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

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