



Any person entering District premises waives all civil liability against the premise's owner and operator for any injuries caused by the inherent risk associated with contracting COVID-19 at public gatherings, except for gross negligence, willful and wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the individual or entity of the premises.

Rentals of FCS Indoor Facilities: COVID-19 Compliance Requirements and Waiver

Any outside group (a "Group") wanting to rent a Fulton County Schools interior facility must comply with the following:

1. The Group must rent the facility through the normal SchoolDude Process and must comply with District Policy and Guideline KG. **Note:** Any Group's requested use will be scheduled around the District's use (these vary at each school) and will be subject to availability of the facilities.
2. The Group's facility user requests must include a written detailed description of the proposed use, the expected maximum daily attendance/number of participants anticipated, how social distancing will be achieved, sanitizing protocols, names and contact information for all Group leaders. The requested facility must be able to accommodate the maximum number of Group participants while maintaining social distancing.
3. The Group must comply with the following:
 - a. The Group leader/designee must keep a roster and attendance records of all individuals in the Group.
 - b. Starting June 1, 2021 Masks are encouraged but not required for indoor activities. This recommendation includes athletic activities and spectators for any indoor events. **The district will allow 50% capacity for indoor events.**
 - c. **A daily screening of each individual in the Group is required. The Group leader/designee must use the attached COVID-19 screening form. See the attached form.**

All known cases of COVID-19 of any individual in the Group and all known cases of participant exposure to COVID-19 must be immediately reported to the District by submitting an email to COVID19reporting@fultonschools.org, reporting a diagnosis and/or exposure to COVID-19. Names and other personally identifiable information of the persons diagnosed or exposed shall not be reported to the District.

Each completed screening form must be retained by the Group leader/designee for 60 days.

- d. Social distancing is encouraged when possible.
 - e. Each person in the Group must wash or sanitize their hands before participating, and the Group must require handwashing or hand sanitizing at appropriate places at the facility.
 - f. No use of water fountains. Groups must supply individual water bottles to all participants in the Group or require participants to bring their own water.
 - g. Shared/communal food and/or drink is not permitted on District property.
 - h. The Group must provide (i) sanitizing supplies for before, after and during the facility use for participants; (ii) its own first aid kits; and (iii) the Group's own materials, equipment and supplies as needed.
 - i. Furniture, equipment, and all common surfaces used must be wiped down and sanitized after use.
 - j. Doors should be propped open to reduce handling when possible.
 - k. The Group must prohibit handshaking and unnecessary person-to-person contact or sharing any personal items, equipment and/or supplies.
 - l. The Group must post signage at the entrance to the facility stating, "Individuals who have Symptoms of COVID-19 shall not enter" and signage that "encourages hand hygiene" (e.g., hand washing).
 - m. The Group must comply with all requirements of the then-current Executive Order or other then-current local government mandate regarding COVID-19 precautions.
4. All Groups, by using FCS facilities, agree to the foregoing terms, which are expressly incorporated by reference into the terms and conditions for the use of FCS facilities as set forth on SchoolDude, as well agree to the waiver of liability, indemnification and hold harmless agreement set forth below:

**LIABILITY WAIVER, HOLD HARMLESS AND INDEMNIFICATION
AGREEMENT**

By registering for the use of Fulton County Schools' facilities, you are acknowledging that an inherent risk of exposure to the COVID-19 virus or Novel Coronavirus ("**COVID-19**") exists in any public place where people are present. By entering and using the facilities, and in consideration of the benefit of such use, you and all invitees voluntarily assume all risks related to exposure to COVID-19, except for gross negligence, willful and wanton misconduct, reckless infliction of harm or intentional infliction of harm by the owner of the premises; and agree to release from liability, indemnify and hold harmless Fulton County Schools, Fulton County Board of Education, and their respective, officers, board members, employees, agents, contractors, and volunteers (collectively, "**District Parties**") for any illness or injury, including death, suffered by you, your invitees, and your respective contacts resulting from or arising out of such use.

You further agree not to file, nor cause to be filed, nor participate in, any lawsuit, claim, counterclaim, legal action or threat of legal action against the District Parties as a result of you, your invitees, or your respective contacts contracting COVID-19 or any other illness, including claims for illness or injury, including death. If you, your invitees or any of your respective contacts take any steps to make any claim(s) against any District Parties, you shall be obligated to pay all attorneys' fees and costs incurred by the District Parties as a result of such claim(s).

These terms are expressly incorporated by reference into the terms and conditions for the use of Fulton County Schools' facilities as set forth on SchoolDude. This agreement shall survive the termination or expiration of the facility use and shall be enforced and construed in accordance with the laws of the State of Georgia.

