

# **COVID-19 COMPLIANCE AGREEMENT AND WAIVER OF LIABILITY/HOLD HARMLESS AGREEMENT**

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THIS COVID-19 COMPLIANCE AGREEMENT AND WAIVER OF LIABILITY/HOLD HARMLESS AGREEMENT (hereinafter “Agreement”) is made this **Date:** \_\_\_\_\_ and is by and between CENTER PLACE FINE ARTS & CIVIC ASSOCIATION, INC. and individuals attending 3<sup>rd</sup> party classes and/or events at Center Place. This Agreement shall waive all liability by any attendee of any event and/or class conducted at Center Place in Brandon, Florida. Collectively the named entities may be referred to as the “Parties.”

I, the undersigned party, agree to fully comply with all Administrative Orders relating to COVID-19 restrictions. Likewise, I agree to hold harmless and indemnify Center Place from any lawsuit related whatsoever to any injuries sustained by attending classes and/or events at Center Place. In any action by a 3<sup>rd</sup> party which includes Center Place as a Co-Defendant, Center Place shall be indemnified and held harmless by Co-Defendant who teaches the class and/or puts on an event at Center Place. Center Place has no liability (contractual indemnification) against Co-Defendant in any action brought by a 3<sup>rd</sup> party which attends any classes and/or events put on by a 3<sup>rd</sup> party.

In consideration for receiving permission to participate in a class and/or event at Center Place, I, as attendee, hereby RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND HOLD HARMLESS: Center Place, its Board Members, and any partner, employee, servant, insurer, representative, associate, officer, agent, volunteer, successor and assigns of Center Place, (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, action, judgments, costs, expenses, court costs, attorney fees and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE, including but not limited to, SOLE, CONTRIBUTORY OR GROSS NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

I, the undersigned party, hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that certain risk of harm are or may be inherent in the various activities contemplated herein and that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE, including but not limited to, SOLE, CONTRIBUTORY OR GROSS NEGLIGENCE OF RELEASEES or otherwise.

I, the undersigned party, further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, demands, liens, liabilities, judgments or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY OR CONTRIBUTED TO IN WHOLE OR PART by any action or failure to act, negligence, breach of contract, or other misconduct on the part of RELEASEES or otherwise.

It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if applicable), if I am alive, and my heirs, personal representatives, executors and assigns, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida.

I, the undersigned party, expressly agree that this Release and Hold Harmless Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion of this Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age, or a legal guardian of a minor, and fully competent; and I execute the Release For full, adequate, and complete consideration fully intending to be bound by same.

This Agreement shall be governed by the laws of Florida and, unless applicable law provides otherwise, in the event any legal proceeding arising out of this Agreement, the parties' consent to jurisdiction and venue in Hillsborough County, Florida. This Agreement in no way invalidates any terms of the Rental Contract.

**WAIVER OF JURY TRIAL: LESSEE AND CENTER PLACE VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY FOR ANY DISPUTE ARISING FROM THIS AGREEMENT.**

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Attendee and/or Attendee's legal Guardian

CENTER PLACE FINE ARTS & CIVIC ASSOCIATION, INC.

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LIBBY HOPKINS  
Its: Executive Director