



## **WAIVER, RELEASE, HOLD HARMLESS, AND AGREEMENT NOT TO SUE**

I, \_\_\_\_\_ (FULL NAME), owner of \_\_\_\_\_ ("USER") fully understand that my temporary use of an outdoor public area to conduct my business exposes me and my clients/attendees to the risk of personal injury, death, communicable diseases, illnesses, viruses (specifically including but not limited to the novel coronavirus causing COVID-19), or property damage. I hereby acknowledge that I am voluntarily conducting business at \_\_\_\_\_ ("LOCATION") and agree to assume any such risks.

I hereby release, discharge and agree not to sue the City of Poway, its officers, officials, employees, volunteers, and agents ("CITY") for any injury, death or damage to or loss of personal property arising out of, or in connection with, my use of the LOCATION from whatever cause, including the active or passive negligence of CITY or any other clients/attendees of my business. The parties to this AGREEMENT understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

In consideration for being permitted to conduct business at the LOCATION, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify, defend, and hold harmless CITY from any and all claims, demands, actions or suits arising out of or in connection with use of the LOCATION to conduct my business.

USER shall provide and maintain commercial general liability insurance in the minimum amount of \$1,000,000 per occurrence/\$2,000,000 general aggregate, workers compensation up to statutory limits, and auto insurance. City of Poway, its officers, officials, employees, volunteers, and agents shall be named additional insured. USER's general liability coverage shall be primary and any insurance or self-insurance available to City of Poway shall not be required to contribute.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Business Owner