

ADDENDUM to

This Addendum is hereby added to the _____ (the “**Contract**”). Capitalized terms used in this Addendum but not defined shall have the meanings assigned to those terms in the Contract.

The novel coronavirus (“**COVID-19**”) has been classified by the World Health Organization as a global pandemic and has spread across the state of Nevada. On March 13, 2020, the President of the United States declared that the outbreak of COVID-19 in the United States constitutes a national emergency. The Governor of the State of Nevada also declared a State of Emergency in the state of Nevada because of COVID-19.

The University has put in place measures in an effort to reduce the spread of COVID-19. However, notwithstanding any such efforts, it is not possible to guarantee that COVID-19 is not present nor to prevent users of its facilities from exposure to, contracting, or spreading COVID-19. By entering University premises (“**Space**”), the user of this facility (“**USER**”) and the USER’s employees, agents, contractors, subcontractors, invitees, licensees, and guests (“**VISITORS**”) are exposed to the risk of contracting or spreading COVID-19.

In consideration of University issuing the Contract allowing USER and its VISITORS to rent/utilize the Space, USER **expressly** and **knowingly** agrees as follows:

COVID-19 GUIDELINES

USER agrees to strictly, and without exception, follow all local, state, and federal guidelines regarding human protection from COVID-19 (the “**Guidelines**”). The Guidelines to strictly follow are located at various sites, including, but not limited to:

- a. https://www.clarkcountynv.gov/top_services/covid19/reopening_guidelines.php
- b. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- c. <https://www.unlv.edu/coronavirus/events-policy>

University may terminate the USER’s use of the Space at any time if, in the sole discretion of the University, the University determines that the USER or its VISITORS are not in full compliance with the Guidelines. If the University terminates the USER’s use of the Space pursuant to this paragraph, the USER will not be entitled to a refund of any fees and will not be entitled to recover any consequential damages arising from such termination.

INFORMED CONSENT

USER understands and acknowledges that COVID-19 is highly contagious, that it is believed to spread mainly from person-to-person contact, and that use of the Space may increase the potential for USER or its VISITORS to be exposed to, or infected by, COVID-19, including through interaction with University staff, volunteers, visitors and vendors. In addition, USER understands that by being exposed to, or infected by, COVID-19, USER and its VISITORS could sustain serious personal injuries, illness, temporary or permanent disability, or death as a consequence of not only the University’s actions, inactions, negligence or fault, but also the actions, inactions, negligence or fault of others, or those of USER, and that there may be other risks not known to USER or not reasonably foreseeable at this time. USER further understands

and agrees that any injury, illness, temporary or permanent disability, or death that USER or its VISITORS may sustain by any means is USER's responsibility, except for those occurrences due to the University's gross negligence or intentional misconduct.

ASSUMPTION OF RISK

USER knowingly and voluntarily assumes all risks associated with renting/utilizing the Space, including but not limited to, the risk of illness, death, bodily injury, temporary or permanent disability, exposure to and/or infection with COVID-19, and other risks that are unknown at this time. With full understanding of the aforementioned risks, USER **knowingly and voluntarily** assumes all such risks, both known and unknown, even if arising from the acts of University, unless they arise from gross negligence or intentional misconduct by the University, and USER assumes full responsibility for COVID-19 related consequences of USER's decision to rent/utilize the Space.

RELEASE, WAIVER OF LIABILITY AND INDEMNITY

To the extent authorized by law, USER agrees not to sue and hereby releases and forever discharges the University from all present and future claims, liabilities, losses, demands, causes of actions (known or unknown), suits, judgments, costs, expenses and attorneys' fees, of any type for any harm or loss (including, but not limited to, those arising from economic loss, death, illness, disability, injury or property damage) which arise out of, occur during, or are in any way the result of exposure to, or infection by, COVID-19, in connection with use of the Space, REGARDLESS OF WHETHER THE DEATH, ILLNESS, DISABILITY OR INJURY IS CAUSED BY NEGLIGENCE OF THE UNIVERSITY, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE UNIVERSITY, AND REGARDLESS OF WHETHER THE DEATH, ILLNESS, DISABILITY OR INJURY, OCCURS BEFORE, DURING OR AFTER USE OF THE SPACE. USER further agrees that the University is not in any way responsible for any loss, death, illness, disability, injury or damage that USER or its VISITORS sustain as a result of their own acts.

USER agrees to indemnify, defend, and hold harmless the University for any and all liability whatsoever for any and all damages, losses or injuries (including personal injury, death, illness, medical expenses, disability, loss of capacity, property damage, court costs, attorneys' fees, or other loss) which arise out of, result from, occur during, or are connected in any manner with USER's use of the Space.

FORCE MAJEURE

Neither University nor USER shall be considered in default in the performance of its obligations under the Contract if such performance is prevented or delayed by "Force Majeure." Force Majeure shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to, war, hostilities, revolution, civil commotion, strike, lockout, epidemic, pandemic, accident, fire, wind or flood or because of any law, order, proclamation, ruling, regulation, directive or ordinance or any government or subdivision of government, or because of any act of God. In the event the University is unable to provide USER the Space because of Force Majeure, the University will provide USER a refund under the Contract.

CONTROLLING LAW

USER agrees that this Addendum is to be construed under the laws of the State of Nevada (excluding any laws or principals regarding the conflict or choice of laws), including the provisions of Nevada Revised Statutes Chapter 41.

SEVERABILITY

If any term or provision of this Addendum shall be held invalid, illegal, unenforceable, or in conflict with any law governing this Addendum, the validity of the remaining portions of the Addendum shall continue in full legal force and effect.

CONFLICT OF TERMS

Except as otherwise provided in this Addendum, if any provision contained in this Addendum is in conflict with, or inconsistent with, any provision in the Contract, the provision contained in this Addendum shall govern and control.

CERTIFICATION

USER hereby certifies that USER has read this entire document, understands its terms, that by signing it, USER is giving up substantial legal rights that USER might otherwise have, and that USER has signed it knowingly and voluntarily.

USER:

Name:
Title:

Date