

**COVID-19 Mask Requirement Addendum to  
Palmer Creek Lodge Community Event Center Facility Rental Agreement**

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

Applicant: \_\_\_\_\_

Second Person in Charge: \_\_\_\_\_

Organization Name: \_\_\_\_\_

I, the Applicant, hereby acknowledge and accept that OAR 333-019-1025, Masking Requirements for Indoor Spaces (Mask Requirement), applies to the Palmer Creek Lodge Community Event Center (Community Center) and my event there. For purposes of the Mask Requirement, I acknowledge that I am the Person Responsible for the Indoor Space (Person Responsible).

As the Person Responsible, I acknowledge that I am solely responsible for ensuring the safety of employees, contractors, volunteers, customers, guests, visitors and others who use the space pursuant to the Rental Agreement (invitees) and the safety of other users who could be reasonably impacted by the use. This responsibility includes without limitation complying with and enforcing the Mask Requirement in the portion of the Community Center that I agreed to rent for my event.

Further, as the Person Responsible, I agree to comply with and enforce all provisions of the Mask Requirement for the duration of my rental of the Community Center, including any set up and clean time. Specifically, for the duration of my rental, I agree to:

- (a) Ensure that employees, contractors, and volunteers comply with the Mask Requirement within the Community Center.
- (b) Make reasonable efforts to ensure customers, guests, visitors and other individuals comply with this rule within the Community Center.

A reasonable effort includes:

- if practical, providing an audible reminder of the requirement for customers, guests, visitors and other individuals to wear a face covering regularly using either verbal announcements or an existing intercom system, and
- not actively ignoring, objecting to or otherwise undercutting the Mask Requirement, for example by posting additional signs that a mask need not be worn or otherwise suggesting to customers, guests, visitors, or other individuals they need not wear a mask.

I acknowledge that if an individual at this event or I, as the Person Responsible, violate any provision of the Masking Requirement, that person may be subject to civil penalties of up to \$500 per day per violation.

I have read and understand this agreement and the Mask Requirement. On behalf of myself and the organization, if any, I will comply with and enforce this Mask Requirement. I acknowledge and agree that the ability to use the reserved space or area is contingent upon compliance with the Mask Requirement, and that failure to comply with the regulation or the laws may result in the City immediately terminating the use the reserved space or area.

**LIABILITY/DAMAGES**

In addition to the general liability/damages terms agreed to in the Rental Agreement, I hereby forever release and waive the right to assert any claim, legal action or lawsuit against the City of Dayton, its elected officials, officers, employees, officials, agents, or other representatives in connection with failure to enforce the Mask Requirement and any resulting exposure, infection, and/or spread of COVID-19 related to utilizing the Community Center for my event; including without limitation any claims for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence, and I give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen. Further, I agree to indemnify the City and hold it harmless against all claims, legal actions or lawsuits that may be asserted against the City by a third party related to or arising from a violation of the Mask Requirement that occurs during the event for which I have rented the Community Center and for which I am the Person Responsible.

**SEVERABILITY**

If any provision above is found to be unlawful or unenforceable, the parties intend the provision to apply to the maximum extent possible under the law and that the remainder of the agreement shall continue to be in full force and effect.

\_\_\_\_\_  
Print Name of Applicant

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

- I am at least 18 years of age and have read, understood, and agreed to the terms above.

\_\_\_\_\_  
Signature of Applicant