

Since we are your insurance brokers and not your attorneys, we strongly recommend that you have your Corporate Attorney review our suggested templates to be certain that they are properly written and legally acceptable/enforceable.

Select appropriate title depending upon whether used for residential or commercial tenant. Please note the indemnification provision contained below is intended for use with commercial tenants only.

COVID-19: Waiver and Release – Residential Tenants

COVID-19: Waiver, Release and Indemnification Agreement – Commercial Tenants

WHEREAS, [CLIENT] ("Landlord") owns certain real property and improvements located at [ADDRESS OF LEASED SPACE] ("the Property");

WHEREAS, [Name of Tenant] ("Tenant") entered into a lease agreement to rent the Property from Landlord subject to the terms and conditions set forth therein;

WHEREAS, the novel coronavirus ("COVID-19"), declared a pandemic by the World Health Organization (WHO) on March 11, 2020, has infected millions of individuals both in the United States and across the globe and Landlord is taking steps to mitigate the spread of COVID-19 on their locations by following the guidance issued by the Centers for Disease Control and/or the Occupational Safety and Health Administration;

WHEREAS, notwithstanding these precautions, Landlord will not be able to eliminate the risk that COVID-19 may be present at the Property. Therefore, Landlord must protect itself from liability for personal injuries and illnesses sustained or contracted, by any person entering the Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including but not limited to, the continued entry onto the Property, Tenant, hereby agrees as follows:

1. Tenant assumes all risks and hazards related to the presence of COVID-19 at the Property;
2. TO THE FULLEST EXTENT PERMITTED BY LAW, TENANT KNOWINGLY, VOLUNTARILY AND EXPRESSLY RELEASES LANDLORD AND ANY AND ALL OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PERSONAL REPRESENTATIVES, SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS (COLLECTIVELY AND INDIVIDUALLY, THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL ACTIONS, CAUSES OF ACTION, SUITS, CLAIMS, RIGHTS, DAMAGES, LOSSES, EXPENSES OR DEMANDS OF ANY KIND OR NATURE WHATSOEVER ("CLAIMS"), WHICH TENANT HAS NOW OR MAY IN THE FUTURE HAVE IN CONNECTION WITH THE EXPOSURE, INFECTION AND/OR SPREAD OF COVID-19 IN ANY WAY ARISING FROM HIS/HER PRESENCE ON THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS FOR ANY BODILY INJURY, INCLUDING DEATH, WHICH TENANT AND OTHER MEMBERS OF HIS/HER HOUSEHOLD MAY SUFFER OR SUSTAIN AS A CONSEQUENCE OF EXPOSURE TO COVID-19 VIRUS, AND ANY AND ALL SUCH CLAIMS ARE HEREBY UNCONDITIONALLY WAIVED; and
3. [Commercial Tenants Only] To the fullest extent permitted by law, Tenant agrees to indemnify, defend and hold harmless the Released Parties from and against any and all liability for loss, damage, expense for which the Released Parties may be held liable or incur by reason of injury or harm (including death) to any person (including Tenant's employees), arising out of or in in any way related to the actual or alleged exposure, infection and/or spread of COVID-19 and Tenant's presence on the Property, even for and if caused in whole or in part by the acts, omissions, negligence and/or strict liability of Landlord and/or its employees.

The foregoing are in addition to, and not in substitution for, any and all other provisions and obligations set forth in the Lease Agreement for the Property and shall survive the termination of any such agreement

or lease term.

IN WITNESS WHEREOF, Tenant has caused this Waiver, Release and **Indemnification Agreement** to be executed and delivered as of the date listed below.

[Name of Tenant]

Signature

Name

Title **[Commercial Tenants Only]**

Date