

# LINN COUNTY PARKS & RECREATION

3010 FERRY STREET SW, ALBANY, OREGON, 97321  
TELEPHONE: (541) 967-3917 FAX: (541) 924-6915



## Memorandum

**Date:** 6/17/2020

**To:** Visitors with Group Use Reservations

**From:** Brian Carroll, Linn County Parks & Recreation Director 

**RE:** Mandatory Group Use Reservation Requirements

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Our records indicate that you have a reservation at one of Linn County Parks & Recreation's (LCPR) day-use group picnic areas or one of our group overnight camp areas. In order for LCPR to honor your reservation and not cancel the reservation, you will need to complete and sign the attached Group Use Permit Physical Distancing Addendum and the Facilities Use Liability Waiver. The Physical Distancing Addendum and Liability Waiver forms will need to be signed and returned by email or U.S. Postal Service mail, to the LCPR Office at least four days prior to your scheduled reservation arrival date. Signed and completed forms can be emailed to [parks@co.linn.or.us](mailto:parks@co.linn.or.us) or mailed to Linn County Parks, 3010 Ferry Street SW, Albany, Oregon, 97322.

Physical distancing monitoring and other requirements addressed in the Group Use Permit Physical Distancing Addendum and the Facilities Use Liability Waiver are mandated by the State of Oregon. These requirements must be met in order for Linn County to allow public use of group areas. Please sign and return both attached forms as soon as possible, so LCPR can allow you to proceed with your group use reservation.

We are sorry for any inconvenience this may have caused and we hope you enjoy your time at Linn County's Parks.

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**Linn County Parks & Recreation Department**  
**GROUP AREA USE PERMIT**  
**Physical Distancing Addendum**

Linn County Parks & Recreation Department (LCPR) is committed to providing a safe, healthy environment for the use and enjoyment of the general public. Due to the current COVID-19 pandemic, the use of group recreation facilities will require additional *State of Oregon mandated* safeguards to help protect visitors, staff, and others.

As a condition of making group use areas available, any person or entity renting group use areas must designate a Physical Distancing Monitor. This is an individual who will be responsible for ensuring that all visitors at an event follow applicable public health guidelines to minimize the risk of exposure or infection.

The Group Facility Renter may assign a different Physical Distancing Monitor on a daily basis for events lasting multiple days. Each Monitor assigned for each day must sign this waiver.

A Social Distancing Monitor must:

- Be physically present at all times, including set-up and take-down/post-event cleaning, that the group facility(s) are being used.
- Serve throughout the entire day during the event – there can be more than one Monitor for additional event days, but “shifts” within the same day for Monitor service are not permitted.
- Be available for contact by mobile phone at all times, including set-up and take-down/post-event cleaning.
- Be familiar with Oregon health and safety guidelines regarding appropriate social distancing between individuals, current as of the day of the event, and be willing to require compliance from event visitors and organizers in accordance with applicable law.
- Maintain social distancing standards for attendees at the facility.
- Group sizes need to abide by current Health Authority and/or Governors Guidelines. For up to date numbers and guidelines please contact LCPR.
- At all times during the event, carry on his or her person the following items:
  - A facemask or face covering capable of covering the nose and mouth.
  - One pair of plastic cleaning gloves.
  - A mobile phone to be contacted by LCPR Staff or public health personnel.
- At all times during the event, have ready access to the following additional items:
  - At least 16 fluid ounces of sanitizing solution (60-90% alcohol content.)
  - One spare facemask or face covering capable of covering the nose and mouth.
  - One additional pair of plastic cleaning gloves.
  - All cleaning supplies described on the Facilities Rental Agreement (if any.)

**THE FAILURE OF THE Physical DISTANCING MONITORS TO MEET THESE REQUIREMENTS  
THROUGHOUT THE ENTIRETY OF THE EVENT MAY LEAD TO THE EVENT BEING IMMEDIATELY  
CANCELLED, THE FACILITY FEES/DEPOSITS BEING FORFEITED, AND/OR OTHER REMEDIAL ACTION  
AS MAY BE PERMITTED BY LAW.**

**Physical Distancing Monitor**

I, Frank Purcell, have reviewed the requirements described herein, and  
(Print name)  
agree to serve as Physical Distancing Monitor for the event held at WH Group Campsite  
(Group Facility Name)  
at the Whitcomb Creek on July 2nd to 5th, 2020.  
(Park Name) (month) (day)

Frank Purcell

Signature

June 25, 2020

Date

503.702.4404 / 503.757.7610

Mobile Phone Number

**Linn County Parks & Recreation Department**  
**FACILITIES USE PERMIT**  
**Liability Waiver**

During the declared COVID-19 pandemic, any in-person interaction presents the risks of transmission of the novel coronavirus. For this reason, public health safeguards, restrictions on group sizes, and other safety measures have been imposed on facilities and spaces open to the public. These measures are subject to change based upon the then-current information regarding local rates of infection and other healthcare considerations.

In consideration for being permitted to rent facilities from Linn County Parks & Recreation (LCPR), I hereby agree that I assume all responsibility for the death, personal injury, or property damage that may be sustained as a result of or in connection with such use.

I hereby agree to release and discharge Linn County, and the Linn County Parks and Recreation Department, officers, volunteers, employees, agents, and elected officials (hereinafter "the releasees"), and stipulate and agree to save and hold harmless, indemnify and forever defend the releasees from and against any claims, actions and demands made or brought by me or by anyone on behalf of me as a result of my rental of group facilities at areas managed and maintained by the Linn County Parks Recreation Department.

**ASSUMPTION OF RISKS** – Use of group facilities for interactions with groups, even small groups, during the present pandemic carries with it certain risks that cannot be eliminated regardless of the care taken to avoid harm. The specific risks vary, and may include but are not limited to minor illnesses, to major infections requiring prolonged hospitalizations, to catastrophic illnesses causing injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these risks and other risks that are inherent in the rental and use of group facilities, and I hereby assert that I knowingly assume all such risks. The undersigned assumes full responsibility for any risk of illness, injury, and death or property damage due to conditions related or connected to the declared pandemic and states of emergency, while renting facilities from LCPR, including but not limited to alleged negligence on the part of the releasees in observing public safety measures.

**ACKNOWLEDGEMENT OF UNDERSTANDING** – I understand the terms of this Agreement, and understand that I am giving up substantial rights, including my right to sue. I intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by the law.

**I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I INTEND THAT THIS WAIVER SHALL BIND ME, MY HEIRS, ASSIGNS, AND ANYONE CLAIMING ANY INTEREST THROUGH ME.**

**Facilities Renter**

I, Frank Purcell, on behalf of \_\_\_\_\_, have reviewed  
(Print name) (Business name if applicable)

This agreement and agree to be bound by its terms.



Signature

6/25/2020

Date