



Sample Recreational Agreement #1

Recreational Agreement/ Facility Use Permit

The _____ School District [hereinafter the “District”] and _____ [individual/organization requesting facilities] hereby enter into this Recreational Agreement and Facility Use Agreement/Permit [hereinafter “Agreement/Permit”].

Important: This document is not intended to be used to schedule facilities for District-sponsored events or activities (i.e., events that are held under the direction, supervision and control of the District).

Initial Application

The following application section must be completed by the group/organization/individual who is applying to use school facilities.

Date of request: _____

(Requests **must** be submitted no less than _____ days in advance of event.)

User (i.e., Applicant) Information

Name of group/organization/individual: _____

Address _____

City _____ State _____ Zip _____

Phone _____ Email address _____

Contact information for the primary person who will be responsible for the use of the District facilities under this application and for on-site supervision during the event/activity:

Name of group/organization/individual: _____

Address _____

City _____ State _____ Zip _____

Phone _____ Email address _____

Contact information for the individual filling out this application for the Agreement/Permit (if different than the contact person listed above):

Name of group/organization/individual: _____

Address _____

City _____ State _____ Zip _____

Phone _____ Email address _____

Check the box in each list that best describes the group/organization/individual that is the user/applicant. Type of user:

- 501(c)(3) non-profit organization
- Other confirmed tax-exempt entity: identify the type of tax-exempt organization: _____
- Community group with no formal organization structure and no confirmed tax-exempt status
- For-profit entity (including self-employment)
- Governmental entity
- Individual with no group or organization affiliation
- Other (please describe): _____

Is the User/Applicant based within the School District?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the User/Applicant expect that the primary participants (excluding spectators) in the proposed activities will be District residents?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the User/Applicant expect that the primary participants (excluding spectators) in the proposed activities will be children or other school-age individuals?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Requested Facilities, Date(s) and Time(s)

See fee chart below for facilities available.

Facility*	Date(s)	Time (Begin/End)	District Use Only District Approved* (date/signature)

* Only lines where the box labeled "District Approved" has been marked by the District are included in the final Agreement/Permit.

Type of Use

Provide a description of each activity to be conducted under this Agreement/Permit (be specific when describing any recreational activity):

Participant eligibility requirements for each activity (explain fully and differentiate by activity/date if necessary; examples of eligibility requirements include age ranges, residency, prior experience, registration forms/fees, etc.):

Participation, Attendance, and Supervision

How many people are expected to participate in or otherwise attend each event/activity that is to be covered by the Agreement/Permit? (Differentiate by activity/date as necessary.)

Activity	Date(s)	Expected Number of Participants	Expected Number of Participants Age 17 or Younger	Expected Number of Spectators/Audience
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Important notice to user/applicant: The School District has no responsibility for providing or for monitoring the supervision of any participant, spectator, volunteer, or other person who may be present on school grounds in connection with any event or activity that is covered by this Agreement/Permit. The User/Applicant is solely responsible for identifying a reasonable and appropriate number of adult supervisors for each event/activity and for monitoring the actual presence of adequate adult supervision at each event/activity. However, the District retains discretion to reject the User’s application due to a determination that the User/Applicant’s proposed plan for supervision is inadequate. Any failure by the User/Applicant to provide or monitor the adult supervision at any event/activity is grounds for termination of this Agreement/Permit and for the rejection of future applications.

Describe how the User/Applicant will provide for the supervision and monitoring of participants and other individuals who will be present on school grounds at each of the User/Applicant’s events/activities:

What will be the approximate ratio of participants who are minors to adult supervisors?

_____ minors for each adult supervisor. _____ Not applicable.

What will be the approximate ratio of spectators and other non-participants who are minors to adult supervisors?

_____ minors for each adult supervisor. _____ Not applicable.

Identify the adults who will responsible for the supervision of any minors:

1. _____ Adults who are employees or agents of the User/Applicant will be present and assigned to supervise and monitor all minors who are in attendance at each event/activity covered by this Agreement/Permit.

2. _____ The parents/guardians of any minors who attend the activity/event are required to be present and to supervise their minor children. The User/Applicant will monitor this expectation as follows:

3. _____ Other (please describe):

The User/Applicant understands and agrees that, unless the District has executed a written “Supervision Addendum” to this Agreement/Permit (as may be required in connection with use of, e.g., a pool facility), the District is assuming no responsibility to provide supervision or to monitor supervision of attendees at any event/activity held under this Agreement/Permit.

Insurance

The District’s approval of this Agreement/Permit remains contingent on the User/Applicant furnishing to the District satisfactory proof of insurance, meeting the following minimum requirements, with the District named as an additional insured under the User/Applicant’s policy (or policies):

General Liability/Casualty Insurance: [*insert local requirements*]

Property Insurance: [*insert local requirements*]

The User/Applicant’s Certificate(s) of Insurance is on file with the District or has been attached to this application:

Yes No

Prior to any event or activity being held under this Agreement/Permit, the organization is required to furnish to the District a satisfactory bond or certificate of insurance (1) to protect the District against any property damage or loss sustained by the District in connection with the User/Applicant’s event/activity; and (2) to indemnify the school district against any and all claims or suits for injury, damage, or loss that are connected to or that arise from any activity or event held pursuant to this Agreement/Permit. Failure to provide such proof of bonding or insurance, or failure to maintain such coverage throughout the period of time covered by this Agreement/Permit voids this Agreement/Permit and the User/Applicant shall not use any District facilities.

District Use Only: Proof of Insurance has been submitted by the User/Applicant and has been reviewed and approved by [Name, Title] _____ on [date] _____

Waivers of Insurance (if applicable):

The District is authorized to waive the above-identified insurance requirements in the following limited circumstances: *[insert local waiver requirements, if any]*

The User/Applicant is requesting a waiver of the insurance requirement(s):

Yes No

If “yes,” this Agreement/Permit remains expressly contingent on the District’s written approval of the User/Applicant’s request for a waiver of the otherwise applicable insurance requirements.

District Use Only: Insurance waiver request is approved rejected; by [Name, Title] _____ on [date] _____

Request for Access to Ancillary Facilities

As part of this Agreement/Permit, the User/Applicant is requesting access to and use of the following:

Bathrooms Locker Rooms Parking Other: _____

Is the User/Applicant requesting exclusive use of any of the above-identified ancillary facilities during their event activity? (Note: Unless exclusive use is requested and approved, any approval for use of ancillary facilities is understood to be non-exclusive.)

Yes No

If “yes,” identify the facilities for which exclusive use is requested and the specific date(s)/times during which exclusive use is requested.

District Use Only: Subject to the conditions specified below, or elsewhere in this Agreement/Permit, the above request for access to ancillary facilities during the User’s event/activity has been

approved

rejected

approved/rejected in part as follows: _____
by [Name, Title] _____ on [date] _____

[Insert any special local limitations on the use of these additional facilities (e.g., extent to which request for exclusive use is approved), or identify any additional fees.]

Request for Temporary On-Site Storage of Equipment or Other Property

If the User/Applicant requests permission to store any equipment or other property on-site in connection with this Agreement/Permit, and if the request is approved at the discretion of the District, the approval is under the following conditions: (1) the location is not guaranteed to be secure; (2) the User/Applicant is not granted exclusive use of or exclusive access to the storage area; and (3) the District is not responsible in any way to ensure or provide for the safety or security of the equipment or property that the User/Applicant chooses to store on-site; and (4) the User/Applicant accepts all risk associated with any possible theft, damage, or other loss of its equipment or other property.

The User/Applicant is requesting storage space for equipment or other property:

Yes No

Explain needs (space, type of equipment, date[s], time[s]):

District Use Only: Subject to the conditions specified below, or elsewhere in this Agreement/Permit, the above request for permission to temporarily store equipment or other property on-site has been

approved

rejected

approved/rejected in part as follows: _____
by [Name, Title] _____ on [date] _____

[Insert description of space that may be used for approved storage, important information/procedures, and any special local limitations related to storage permission (e.g., any additional fees if not specified elsewhere).]

Request for Use of District Equipment

If the User/Applicant requests permission to use any additional District equipment in connection with any event or activity or other property on-site in connection with this Agreement/Permit, and if the request is approved at the discretion of the District, the approval is under the following conditions: (1) the equipment is not guaranteed to be available or in working order on the date/time/location of the event/activity; (2) in the event the equipment is not available or not functioning when it is needed by the User/Applicant, the only remedy that shall be available to the User/Applicant is a refund of any paid fees that were specific to the use of the equipment; (3) the equipment may not be removed from school grounds, and (4) the User/Applicant shall be responsible for fully reimbursing the District for the District's actual cost of repair or

replacement for any equipment that is lost, damaged, stolen, or otherwise harmed in connection with the User/Applicant’s event/activity unless the District determines that one of its employees or agents was directly responsible for the loss/damage.

The User/Applicant is requesting to use the following additional District equipment in connection with an event/activity:

- Public Address System Chairs Table(s) Scoreboard(s)
- LCD Projector/Screen Other: _____

Further explain the specific equipment needs (type of equipment, date[s], time[s]):

District Use Only: Subject to the conditions specified below, or elsewhere in this Agreement/Permit, the above request for permission to use District equipment has been

- approved
- rejected
- approved/rejected in part as follows: _____
by [Name, Title] _____ on [date] _____

[Insert any important information/procedures, any special local limitations related to permission (e.g., any additional fees if not specified elsewhere).]

Request for Food Service/Access to Kitchen Facilities

Is the User/Applicant requesting permission to serve or sell food or beverages in connection with any event/activity that makes use of school facilities?

- Yes No

Is the User/Applicant requesting use of any school kitchen facilities in connection with their event/activity?

- Yes No

Explain needs (number of people, extent of planned food service, access to refrigeration, etc.):

If any food or drinks will be served that require the use of school kitchen facilities, additional fees apply. If the request is approved, the District will determine which District-selected food service personnel will be required to staff the kitchen facilities, and the User/Applicant will also be required to pay an hourly rate for all such personnel.

District Use Only: Subject to the conditions specified below, or elsewhere in this Agreement, the above request for permission to use District kitchen facilities has been:

approved

rejected

approved/rejected in part as follows: _____
by [Name, Title] _____ on [date] _____

[Insert any important information/procedures, any special local limitations related to permission (e.g., any additional fees if not specified elsewhere).]

Request for Waiver of Fees

Community groups/organizations and non-profit entities pay reduced fees for facilities use relative to commercial/for-profit entities. However, District policy provides that community groups/organizations and non-profit entities may request a full or partial waiver of applicable fees under the following circumstances:

[Insert any local fee waiver requirements, such as the following:]

The User/Applicant meets ALL of the following requirements.

1. The User/Applicant is based within the School District.
2. The activity/event primarily serves District residents.
3. The activity/event will involve fewer than 50 people .
4. The participants/attendees are not charged a fee in connection with their participation/attendance.
5. The event/activity does not involve use of the pool, kitchen facilities, the auditorium/performing arts center, or other specialty facility.

6. The event/activity is held when the relevant building is otherwise open and staffed by at least one District employee.
7. The same User/Applicant requests to use District facilities no more than five times during any July 1 to June 30 school year.
8. Participation in the activity/event is not limited in a manner that would violate the District's student nondiscrimination policy.

Is the User/Applicant Requesting a Waiver of Fees?

Yes No

District Use Only: Subject to the conditions specified below, or elsewhere in this Agreement, the above request for a fee waiver has been:

approved

rejected

approved/rejected in part as follows: _____
by [Name, Title] _____ on [date] _____

Any adjustments to fees based upon a waiver request will be reflected below in the fee itemization section, below.

Important

The District reserves the right to deny any facility use application for any lawful reason.

Applicants should (1) STOP here; (2) SIGN on line below; (3) SUBMIT the application section to the District, and (3) wait for the District to review the application. If the application is approved, in whole or in part, the District will complete the document and return it to the Applicant for a second signature in the section (below) that creates the Agreement/Permit. The Application portion of this document, above, is included as part of any Agreement/Permit that is issued in response to the application.

As an authorized representative of the User/Applicant, I agree to (1) update this application or (2) request a modification of any Agreement/Permit if any of the relevant information changes prior to the date of any planned use of District facilities.

Signature _____

Printed Name _____

Date _____

The following section will be completed by the district.

Fee Itemization

Refundable Security Deposit \$ _____

Failure to make payment at the time the signed Agreement/Permit is returned to the District voids the Agreement/Permit.

Non-Refundable Fees

The following are the non-refundable fees that the User must pre-pay. Failure to make payment at the time the signed Agreement/Permit is returned to the District voids the Agreement/Permit.

1. Basic Facility Rental Fees (See chart[s] below)

Facility	Units (hours/days/other)	Line Subtotal
		\$

2. Custodial Fees

At least one custodian or other District-authorized person must be present at all times when individuals are present on school grounds in connection with any Agreement/Permit for the use of District facilities. The District-authorized individual(s) will be responsible for the general care of the facilities, take care of opening and closing the facilities, provide some limited set-up/take-down services, and serve as the User’s primary point of contact in connection with the event/activity for any facilities-related questions or concerns. Such fees may be waived where (1) custodial staff are already on duty; and (2) the District determines that the User’s event/activity requires only minimal assistance that will not interfere with other assigned duties.

Rate	Units (hours/days/other)	Line Subtotal
		\$

3. Equipment Fees (e.g., rental or any special set-up/take-down)

Equipment	Units (hours/days/other)	Line Subtotal
		\$

4. Additional Kitchen Facility Fees

Rate	Units (hours/days/other)	Line Subtotal
		\$

5. Ancillary Facility Fees (excluding kitchen)

Facility	Units (hours/days/other)	Line Subtotal
		\$

6. Storage Fees

Facility	Rate & Units	Line Subtotal
		\$

7. Other Fees

Item	Rate & Units	Line Subtotal
		\$

8. Total of all Non-Refundable Fees for which Pre-Payment is Required

Total		\$
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Sample Fee Chart for Facilities Use

[Insert fee chart(s) in the agreement (e.g., by school building; for commonly requested rooms or equipment, etc.) or, if preferred, refer to a policy/procedure/exhibit where such fees are listed.]

High School	District-Based, Non-Commercial, Not-for-Profit Users	Non-Commercial, Not-for-Profit Users	All Commercial / For Profit Users and Activities
	[indicate the base fee/rate or "no charge," as appropriate]	[indicate the base fee/rate or "no charge," as appropriate]	[indicate the base fee/rate or "no charge," as appropriate]
Gymnasium			
Classroom			
Community Room			
Hallways			
Outdoor track			
Outdoor field			
Library			
Weight Room*			
Cafeteria*			
Kitchen Facilities*			
Auditorium/Arts Center*			
Pool*			
Other:			

* Indicates facilities to which special charges or other special terms/conditions will generally apply.

Additional Terms and Conditions of This Agreement/Permit

User Responsibility for Safety and Security

In addition to planning for, providing, and monitoring the supervision of participants and/or attendees, the User under this Agreement/Permit, and not the District, is responsible for providing for the security and proper care of all District property that is used in connection with this Agreement/Permit and for the general safety of all persons attending (as a participant or in any other capacity) each of their event(s)/activities. Depending on the size and nature of the event/activity, the User should consider whether it is necessary or prudent to engage any of the following:

1. On-site emergency response personnel
2. Trained crowd managers
3. Contracted law enforcement officers
4. Other contracted security personnel

Local, state and federal laws/ordinances, fire codes, and safety regulations must be observed. Facility users are responsible for becoming informed of applicable ordinances, codes or regulations. The User agrees to be responsible for any citations and fines that arise as a result of their non-compliance with ordinances, codes or safety regulations and for any injuries and/or damages that result from their non-compliance with laws, ordinances, codes or safety regulations.

On the day of each event/activity, the User shall inspect that facility and any equipment to be used during an event or activity held under this Agreement/Permit, and determine whether the facility and equipment are safe, suitable, and adequate for the proposed event/activity.

Additional General Terms and Conditions of Use

- a. The User agrees to abide by, and to enforce respecting all participants and attendees at any event or activity held under this Agreement/Permit, all policies, rules and regulations of the School District involving use of facilities, including but not limited to [*insert relevant related policies: Community Use of School Facilities Policy, Locker Room Privacy Policy, District Wellness Policy, and Student Alcohol & Other Drug Use Policy*].
- b. The User is responsible for ensuring that no alcohol, tobacco, illegal drugs, or weapons are possessed or used on school grounds or in any school facility in a manner that violates applicable law or any District policies or rules.
- c. The User agrees to reimburse the District for all costs and for all expenses incurred as the result of damage to school property over and above normal wear, regardless of whether the damage was accidental or attributable solely to the conduct of a participant, attendee, or other invitee of the User.

- d. The User agrees to reimburse the District for all costs associated with any fire/police/EMS response to any call, alarm, or false alarm resulting from the individual or group's use of District facilities, unless the District or its employees or agents directly caused the need for the call or alarm.
- e. The User agrees to use only the District-approved facilities that are identified in this Agreement/Permit. Any deviation of use will be considered a breach of contract and may result in denial of future use of District facilities.
- f. User shall ensure that no unauthorized third party will be permitted to use the facility or any portion thereof.
- g. No District facility use Agreement/Permit is transferable to another party.
- h. User shall ensure that the representative specified in this Agreement/Permit is present at each scheduled event/activity.
- i. The User agrees to notify the building principal or District administrative office in writing as to any repairs or maintenance needed to the premises, even if the User did not cause the need for repair or maintenance.
- j. The District is not responsible for any loss of or any damage to personal property that may be sustained by the User or by any of the groups, organizations or individuals who may be present at school facilities in connection with this Agreement/Permit.
- k. User shall ensure that the District Administrator or the building Principal grants prior approval before any signs, banners, pennants or similar items are erected, and that they do not deface school property. All such signage, decorations, etc. must be temporary in nature.
- l. User shall ensure that participant and attendee vehicles will be properly parked.
- m. When a school gymnasium is to be used for physical activities, only persons with approved rubber soled shoes are allowed on the gym floor. Failure to comply with this stipulation could obligate the user to pay all costs incurred for returning the floor condition to its proper state.
- n. User may move fixtures or furnishings only with the advance approval of the Building Principal or a Maintenance Supervisor.
- o. User shall ensure that food and beverages are possessed and consumed only in designated areas. User may sell or serve food or beverages only if written permission to do so is included in this Agreement/Permit.
- p. User shall ensure all activities conducted under this Agreement/Permit are orderly and lawful.
- q. The User agrees to abide by all additional directives or conditions for use established by the District or any of its employees or agents, subject to an appeal to the District Administrator if the User believes that any such directive or condition is unreasonable, unlawful, or in violation of any District policy.
- r. User shall ensure that animals are not permitted on school grounds or inside any District building, with the exception of service animals for any individual with a disability and any animals specified in this Agreement/Permit.

- s. User shall leave the building neat and orderly. All litter including paper, glass, and cans shall be deposited in receptacles provided for that purpose.
- t. No fires are permitted except as authorized by the District Administrator, and then only with a permit that has been issued by the Fire Department.

Other Important Terms, Conditions and Notices

Deposits and Fees. All deposits and fees are to be prepaid at the time the User submits the signed Agreement/Permit, unless the District agrees in writing to a later payment date or to invoice the User. See above for additional information regarding fees. Failure to timely pay deposits and fees, or to fully reimburse the District for costs/damages will result in automatic denial of future facility use requests until the delinquent payments are fully paid.

Termination or Cancellation by the District. The District reserves the right, unilaterally and at its sole discretion, to prospectively terminate this Agreement, with respect to one or more remaining activities, at any time and for any reason. The District will give the User at least [10] days advance notice of such termination, except where (a) such termination (or other revocation of permission to use District facilities) is due to the User's conduct or the conduct of the User's invitees, or (b) such advance notice would be impractical due to unforeseen circumstances (e.g., the District employee who was scheduled to open and monitor the facility is unexpectedly unable work and no replacement can be found) or due to newly-identified safety concerns.

The District further reserves the right, unilaterally and at its sole discretion, to cancel or require the User to reschedule any event or activity that the User plans to hold in connection with this Agreement. Such cancellation or requirement to reschedule may occur at any time and for any reason. The District will give the User at least [10] days advance notice of cancellation/rescheduling, except (a) where such cancellation or rescheduling (or other revocation of permission to use District facilities) is due to the User's conduct or the conduct of the User's invitees, or (b) where such advance notice would be impractical due to unforeseen circumstances (e.g., the District employee who was scheduled to open and monitor the facility is unexpectedly unable work and no replacement can be found) or due to newly-identified safety concerns.

If the District (1) unilaterally terminates this Agreement, as provided above, or (2) cancels any event or activity that the User intended to hold, as provided above; or if the User is unable to hold any activity as planned for any reason outside of the control of both the User and the District, then the User's sole and exclusive remedy under this Agreement shall be a return of any deposit or fees that have already been paid.

In such situations, the user waives any and all claims to any other damages (whether direct, indirect, consequential, compensatory, or punitive), reimbursement, or compensation. Further, any prospective termination or cancellation does not affect in any way the enforceability of this Agreement as to any User activities that have already occurred.

Termination or Cancellation by the User. The User may cancel and terminate this Agreement/Permit at any time by providing written notice to the District, but all deposits and fees paid to date will be retained by the District unless the District receives notice of cancellation and termination that is BOTH (1) within

10 days of the date the User executes this Agreement/Permit; AND (2) at least 10 days prior to the date of the event/activity for which fee reimbursement is sought.

The District is not waiving any immunities or any limitations on liability. The District, its school board, and all officers, employees and agents of the District fully retain all legally enforceable (1) immunities from liability; (2) limitations on liability and monetary judgments; and (3) rights to seek or claim indemnification or subrogation.

The District does not provide insurance coverage to Users, participants, or attendees. Users are notified by this paragraph that the District does not, in connection with authorizing access to and the use of District property under this Agreement/Permit, provide any User or any participant with any type of personal insurance coverage, personal accident coverage, or other personal coverage for any other type of expense, damage, or loss, including but not limited to medical expenses. Neither the User nor any participant, attendee, or invitee of the User under this Agreement/Permit is (in any of those respective capacities) an “insured” under any District insurance policies.

User accepts all responsibility for providing appropriate notices to participants and for obtaining written acknowledgements/permissions from participants. By this Agreement/Permit, the User accepts sole and exclusive responsibility for (1) providing participants with any legally-required notice(s); and (2) obtaining from participants (or their parents or guardians) any legally-required permissions as may be associated with holding an event or activity under this Agreement/Permit. This responsibility of the User includes, but is not limited to, (1) the provision of any mandatory notices that must be provided regarding risks of participation and/or participants’ assumption of risks; and (2) the provision and return, where applicable, of an information sheet related to head injuries and concussions. The User further agrees to accept, assume, and be legally responsible for any and all liability related to providing such notices and obtaining such permissions, including but not limited to defending against all claims and paying for all damages, fees, and costs related thereto.

User’s Legal Duties and Legal Liabilities. Nothing in this Agreement/Permit limits, reduces or eliminates any legal duty or legal liability that the User may have or become subject to (1) in relation to accessing District property and the holding of any event or activity pursuant to this Agreement/Permit; (2) as the organizer, sponsor or operator of any such event or activity; or (3) as a participant in any such event or activity. In contrast, the User assumes such additional liabilities and duties as specified in this Agreement. In connection with any event or activity where there is at least one participant who is not also the User identified under this Agreement/Permit, the allocation of liability between the User and any such non-User participant shall be defined by applicable law and by any enforceable agreements, waivers, releases, etc. as those parties may separately execute between or among themselves.

[NOTE: Variations of the “indemnification” and “hold harmless” provisions and the “waiver of claims” provisions found in the two boxes, immediately below, are included in some facilities use agreements. However, such provisions involve a number of legal risks concerning enforceability, and they also implicate a number of important policy decisions — such as whether a school board would prefer to use a broader (or narrower) indemnification and hold harmless provision, no indemnification provision at all, or an indemnification provision that varies based on

specific circumstances. School officials should consult with their legal counsel to ensure that they have a complete understanding of all of these legal and policy issues, as well as an understanding of how such provisions interact with other liability protections, the district's insurance policies, and any insurance requirements that the District places on Users.]

User indemnifies and holds harmless the district and the district's officers, employees, and agents.

The User agrees to hold harmless and to fully indemnify the District from any and all claims, losses, damages, costs, expenses, actions, causes of action, and liability, of any kind or nature whatsoever arising out of, connected with, or attributable to either (1) the User's conduct, actions, or omissions with respect to the User's use and occupancy of facilities and equipment as described herein; or (2) the conduct, actions, or omissions of any participants, attendees, or other invitees of the User who are present at the facilities, activities, or events described herein, which result in any injury, damages, or loss of or damage to property to any person or entity. However, this indemnification and hold harmless commitment shall not be construed to extend to any injury, death, or any loss of or damage to property that is legally attributed (from a causation standpoint) to the conduct, actions, or omissions of the District or its officers, employees, or agents in a greater proportion (on a percentage basis) than it is legally attributed to the combined conduct, actions or omissions of the User and any of the User's invitees.

The **indemnification** and **hold harmless** provisions found in the preceding paragraph are subject to negotiation at the request of the User by contacting the District Administrator prior to the execution of this Agreement/Permit.

User waives claims against the district; limitations on damages.

Except for the recovery of paid deposits or paid fees as expressly provided for elsewhere in this Agreement/Permit, and where the cause of action would be based under contract law or an allegation of negligence, the User waives the following claims against the District and agrees that the District shall have no liability to the User respecting any damages, costs, or losses arising from or relating to **any of the following**:

1. The condition of the premises or equipment to be used under this Agreement/Permit.
2. The suitability of the premises or equipment to be used under this Agreement/Permit.
3. The availability of the premises or equipment to be used under this Agreement/Permit.
4. The cancellation or termination by the District of any event or activity of the User.
5. The cancellation or termination of this Agreement/Permit by the District.
6. Any alleged breach of this Agreement/Permit by the District, except for the recovery of deposits or fees as expressly provided for elsewhere in this Agreement/Permit.

Severability and non-enforceability under state law. If any provision of this Agreement is ruled to be unenforceable but severable, or if this Agreement or any portion thereof is not specifically enforceable as a

“recreational agreement” under Section 895.523, then the Agreement, or the remainder thereof, shall remain fully enforceable as a written and binding agreement between the parties.

Additional provisions applicable to all user events/activities which are “recreational activities,” as defined under Section 895.523 of the Wisconsin Statutes. As to any event or activity (or portion of an event or activity) held pursuant to this Agreement/Permit which meets the definition of a “recreational activity” under Section 895.523 of the Wisconsin Statutes, the District and the User agree that this Agreement/Permit also serves as a “recreational agreement” within the meaning of Section 895.523, and the following additional terms, conditions, and notices apply.

Immunity from Liability and Negation of Legal Duties for the District, its School Board, and all Officers, Employees and Agents of the District.

As to any person who enters school grounds to engage or participate in a recreational activity organized or held pursuant to this Agreement/Permit, the District, its school board, and all officers, employees and agents of the District are immune from liability and have (a) no duty to keep the school grounds safe for the recreational activity; (b) no duty to inspect the school grounds; and (c) no duty to give warning of an unsafe condition, use, or activity on the school grounds. The sole exceptions to this section 895.523 immunity are the following:

- a. A death or injury caused by a malicious act or by a malicious failure to warn against an unsafe condition of which an officer, employee, or agent of the school board knew, which occurs on the school grounds designated for use in this Agreement/Permit and being used by a person for a recreational activity held pursuant to this Agreement/Permit;
- b. The death of or injury to a spectator that occurs on the school grounds designated for use in this Agreement/Permit during the recreational activity; or .
- c. The death of or injury to a person participating in a recreational activity involving any of the following: (1) a weight room; (2) a swimming pool; or (3) gymnastics equipment.

Description of Participants’ Assumption of Risk. Participation in recreational activities involves certain inherent risks to the participant. Generally, recreational activities involve risks that a participant may suffer potentially serious and potentially permanent physical injuries, impairments, disfigurement, trauma and/or cognitive impairments. Death is also a risk of participation in recreational activities. A participant may also suffer damage to property or other loss of property in connection with participation in a recreational activity. The specific degree and types of risks associated with such participation varies by, for example: the specific nature of the activity; the nature of the location where the activity takes place; the nature of the equipment that is used; the degree and type of supervision and instruction that is provided; and each participant’s individual skills, abilities, behavior, and physical condition. The fact that a recreational activity may not generally involve substantial physical contact between or among participants is not necessarily an indication that there is a low degree of risk of injury or death associated with the activity.

A participant who enters school grounds in connection with any recreational activity that is organized or held pursuant to this Agreement/Permit assumes all risk of personal injury, property damage, and/or death

that is inherent in the particular recreational activity and of which the ordinary prudent person is or should be aware. Further, participants in recreational activities are subject to the provisions of Section 895.525 of the Wisconsin Statutes, unless an applicable exception or exclusion found within the statute applies. Section 895.525 also requires participants in recreational activities, as therein defined, to conform their conduct to certain minimum standards.

In addition, because of the various immunities from liability, limitations on liability, and waivers of liability that are provided for under the law or that may otherwise be legally enforceable, a participant who enters school grounds in connection with any recreational activity that is organized or held pursuant to this Agreement/Permit necessarily assumes substantial additional risk that he/she may suffer personal injury, damage to property, and/or death that is in no way compensable by the District or by any other person, and for which the participant will be unable to obtain any recovery or reimbursement of any related costs or damages. For example, a participant may suffer personal injury, damage to property, or death related to the failure of the District or its officials, employees or agents to keep school grounds safe; and, due to immunity from liability related to such a claim, the participant may have no means for seeking compensation, damages, or other recovery from the District, any insurer, or any other person or entity.

For the user:

The individual signing below affirms by his/her signature that he/she has authority to sign this Agreement/Permit on behalf of the User and to obligate the User to the Agreement/Permit's terms and conditions.

Name (please print) _____

Signature _____

Date _____

For the district:

Name of Principal or Authorized Party (please print) _____

Signature _____

Date _____

Position Title _____

Last updated: June 2013

This publication was prepared by members of the Policy Services staff at the Wisconsin Association of School Boards and Public Health Law Center at William Mitchell College of Law, St. Paul, Minnesota, with assistance from Josie Lathrop at Health First Wisconsin and Jen Gilchrist Walker with the Wisconsin Clearinghouse for Prevention Resources at the University of Wisconsin, Madison.



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