

NORTH CAPE SCHOOL DISTRICT

11926 W. Hwy K
Franksville, WI 53126
262-835-4069 or 262-534-3894

FACILITY USE REQUEST/PERMIT FORM

Thank you for your interest in utilizing North Cape School facilities. The applicant must complete this form in its entirety, along with the attached Hold Harmless Statement. If the facilities requested are going to be used by the public for recreational activities, which are defined as any indoor or outdoor physical activity, sport, team sport, or game, whether organized or unorganized undertaken for the purpose of exercise, relaxation, diversion, education or pleasure, including practice or instruction in any such activity, then a "Recreational Use Agreement" should be entered into between the facility user and the District.

Date of Request: _____

Organization: _____

Name of Requester: _____

Address: _____

Telephone Number: _____

Facilities Requested to Be Used: (identify all that apply)

- _____ Gymnasium
- _____ School Library
- _____ School Kitchen
- _____ Classroom(s) (please list) _____
- _____ Other (please list) _____

Date(s) to be Used: _____

Time(s) to Be Used: _____

Purpose of Use: _____

Supervision: Sponsoring organizations, groups or individuals are responsible for supervising/controlling event participants and spectators and for providing adequate adults to monitor facility use. In addition, the person arranging for the use of the facilities will be responsible for facility security during and after scheduled use, unless maintenance/custodial personnel have been assigned that responsibility. Facility security responsibilities include: opening the facility and monitoring the entrance door when it is open; locking and checking all

doors are locked prior to leaving the facility; inspecting all accessible portions of the building after usage; reporting any damage to the District Administrator, maintenance/custodial personnel, or appropriate law enforcement personnel; and reporting the presence of any strangers or intruders in the building to the District Administrator, maintenance/custodial personnel, or appropriate law enforcement.

Estimated # of Adult Participants _____ Estimated # of Youth Participants _____

A certificate of insurance is on file with the District Office, if applicable: Yes No
(Please attach any required certificate of insurance to this form if not previously turned in.)

Facility Use Fee: Yes No If yes, facility use fees will be charged according to the District's established Facility Use Fee Schedule.

Conditions on Use:

All individuals and groups requesting and using school facilities must abide by all policies, rules and regulations of the North Cape School District regarding facility use and conduct on school premises, including Board Policy 830. A few points of emphasis are outlined below:

- Users are expected to provide for the proper care of school facilities. User groups will be held financially responsible for damage to school facilities and property, including damages created by any member, guest or invitee of the user while using school district property.
- No use of tobacco is allowed on school property.
- No possession or use of alcoholic beverages is allowed on school property. (The only exceptions to allowing alcoholic beverages on school property are fundraising activities where alcohol is part of a fundraising item. Under no circumstances may alcohol be consumed on school property.)
- Firearms or other dangerous weapons of any type, concealed or not concealed, are prohibited on District property. The only exceptions to this policy are: (1) the lawful possession of an agency-authorized firearm or other weapon by a law enforcement officer or a state-certified commission warden who is acting in his/her official capacity; (2) the possession of a properly-licensed firearm by any qualified current law enforcement officer who is off duty or by any qualified former law enforcement officer, provided that the individual meets all applicable conditions specified in the state and federal gun-free school zone laws; and (3) where state law prohibits a school district from restricting any individual's right to possess a firearm or other dangerous weapon on particular school property.
- No street shoes shall be used on gym floors.

Approved by: _____ Date: _____
District Administrator

Remarks: _____

**NORTH CAPE SCHOOL DISTRICT
HOLD HARMLESS CLAUSE IN AGREEMENT WITH THE**

Name of Individual/Group

Date(s) of Facility Use

The undersigned, in consideration of the use of North Cape School, agrees to indemnify and save harmless the North Cape School District against and from any and all claims, demands, suits, causes of action, whether in law or equity of proceedings before an administrative agency, and/or damages, fines or forfeitures of any kind or nature, including costs, expenses and reasonable attorney's fees incurred in the defense thereof, brought by or on behalf of any person or persons, firm or firms, corporation or corporations, their heirs, personal representatives, successors or assigns arising out of any condition or conduct, management or negligence of the undersigned or any of its agents, contractors, servants, employees or licensees, and in case any action or proceeding be brought against the North Cape School District by reason of any such claim, the undersigned upon notice from the North Cape School District covenants to resist or defend at the undersigned's cost and expense such action or proceeding by counsel reasonably satisfactory to the North Cape School District.

Signed _____
(Responsible Party)

Date _____

District Administrator's Signature _____

REVISED: August 21, 2017

NORTH CAPE SCHOOL DISTRICT

RECREATIONAL USE AGREEMENT

This agreement is to be used for any public use of school facilities for recreational activities, which are defined as any indoor or outdoor physical activity, sport, team sport, or game, whether organized or unorganized undertaken for the purpose of exercise, relaxation, diversion, education or pleasure, including practice or instruction in any such activity. "Recreational activity" does not include any indoor or outdoor organized team sport or activity organized and held by the North Cape School Board or North Cape School District.

The North Cape School District [hereinafter the "District"] and _____ [hereinafter "User"] hereby enter into this recreational agreement. The purpose of this Agreement is for the District to provide written authorization to the User that permits public access to a specified part of the school grounds for the recreational activity indicated.

Date of Agreement: _____

Sponsoring Organization/Individual: _____

Contact Name: _____

Telephone Number: _____

Address: _____

Email Address: _____

Conditions of Use

1. Place(s). The User shall have access to the following place(s) for the recreational activity or activities (check all that apply):

- _____ Gymnasium
- _____ School Library
- _____ Playground
- _____ Classroom(s) (please list) _____
- _____ Other (please list) _____

2. Time. The User shall be permitted to use the place(s) described above at the following time(s):

From _____ (time) to _____ (time) on _____ (date).

OR

Describe the specific times and dates (e.g., "Each Wednesday between September 1 and November 30 from 7:00 p.m. to 9:00 p.m."):

3. Recreational Activity or Activities. Describe the recreational activity or activities that will be held on school grounds pursuant to this Agreement:

4. Eligibility Requirement(s). Describe any eligibility requirements for participation in the activity or activities described in Part (3) of this Agreement:

5. Supervision.

- a. Will minors (age 17 or younger) be participating in the recreational activity or activities described in Part (3) of this Agreement? Check one: Yes No

If "No," skip to Part (6) of this Agreement.

- b. Will the User provide adult supervision to minors at all times when they are on school grounds pursuant to this Agreement? Check one: Yes No

If "No," the User cannot enter into this Agreement or have access to District property unless the User receives express written permission from the District.

The District has no responsibility for the supervision of participants who are minors unless the User receives express written notification to the contrary from the District.

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

minors for each adult supervisor. Depending on the nature of the activity and the age of the minors, the District may set a minimum ratio of minors to adult supervisors.

6. 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, 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 immunity involve either of 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 and being used by a person for a recreational activity held pursuant to this Agreement.
- b. The death of or injury to a spectator that occurs on the school grounds designated for use in this Agreement during the recreational activity.

In addition to the immunities from liability and the negation of specific legal duties as provided under section 895.523 of the state statutes and as summarized within this Section (above), the District, its school board, and all officers, employees and agents of the District also fully retain all other legally enforceable (1) immunities from liability; (2) limitations on liability and monetary judgments; and (3) rights to seek or claim indemnification.

7. 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 assumes all risk of personal injury, property damage, and/or death that is inherent in the particular recreational activity.

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 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.

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, 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.

8. User Accepts all Responsibility for Notifying Participants of Participants' Assumption of Risk. By this Agreement, 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 a recreational activity under this Agreement. 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.

9. User's Liability. Nothing in this Agreement 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 recreational activity pursuant to this Agreement; (2) as the organizer, sponsor or operator of any such recreational activity; or (3) as a participant in any such recreational activity. In connection with any recreational activity where there is at least one participant who is not also the User identified under this Agreement, 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.

In addition to abiding by the terms of this Agreement, the User is required to follow all District policies, rules and regulations related to facility use and conduct on school premises.

For the District

District Administrator (or authorized designee) _____
Signature Date

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

For the User

Name and Position (Please Print) Signature Date

REVISED: August 21, 2017