

Community Use of School Facilities Form

**RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT FOR USE OF DISTRICT FACILITIES**

**For and in Consideration of the Lakeland Joint School District No.272** (hereinafter referred to as “the District” or “District”) permitting the undersigned, and their invitees and licensees, to use and be present at, in and upon, District facilities (including any any parking areas, restrooms, walkways and all other areas owned by the District and in any way associated with the facilities (cumulatively the “District Facilities”), the undersigned (personally and on behalf of the undersigned’s members, managers, employees, invitees, licensees, and any community, estate, heirs, next of kin, executors, administrators, assigns, insurers and personal representatives with respect to any of the foregoing (cumulatively the “Participant”)) hereby knowingly and voluntarily enters into this release, waiver and indemnity agreement.

1. The foregoing paragraph is incorporated herein by reference as if fully set forth in the binding terms of this Agreement.
2. **Acknowledgement and Assumption of Risks.** Participant affirms and acknowledges that Participant is aware of the inherent hazards and risks associated with the using and being present at the District Facilities, including but not limited to exposure to property damage, illness, emotional injury, loss, bodily injury, permanent disability and death. Participant understands and appreciates the nature of such hazards and risks and Participant assumes all risks inherent in Participant’s participation in the use of and presence at the District Facilities.
3. **Release.** Participant hereby releases, waives, discharges and acquits District, its board of trustees, directors, officers, employees, volunteers, representatives, agents and insurers (collectively the “Releasees”), and each of them, from and against any and all liability, claim (including claims for attorneys’ fees), damage, loss, injury, expense, cause of action, dispute and cost, whether known or unknown, foreseen or unforeseen, anticipated or unanticipated, which may arise from, occur during, or in any way relate to Participant’s use of or presence at the District Facilities, whether caused by the negligence of Releasees, or by any cause whatsoever, to the maximum extent permitted by law.
4. **Indemnity.** Participant agrees to indemnify, defend and hold harmless Releasees, and each of them, from and against any and all liability, claim, damage, loss, injury, expense, cause of action, dispute and cost (including payment of fees as incurred) which may arise from, occur during, or in any way relate to Participant’s use of or presence at the District’s Facilities, whether caused by the negligence of Releasees, or by any cause whatsoever, to the maximum extent permitted by law.

Liability Insurance and Damage

Prior to use of any District Facilities, Participant shall procure and prepay all premiums on a comprehensive general liability insurance policy issued by an insure

licensed to do business in the State of Idaho, which policy shall name the District as an additional insured. The limits of said policy shall not be less than the following amounts:

- \$1,000,000** for injuries to, or wrongful death of, any one person in any one accident;
- \$1,000,000** for injuries to, or wrongful death of, all persons in any one accident;
- \$1,000,000** for damage to, or loss of property in any one accident.

Participant shall furnish to the District a certificate of insurance at least **10** business days prior to use of the District Facilities. Said certificate of insurance shall show compliance with this agreement and provide **30** days prior notice of cancellation to the District.

**Damage:** Participant shall be liable for any damage caused to District Facilities. The District, in its discretion, reserves the right to repair such damage directly and charge Participant for all costs/charges/fees associated therewith, or to require Participant to repair the same, in the most prompt and workmanlike manner such that the facilities are returned to their condition prior to use of the same by Participant.

**Non-Assignability**

This Agreement is not assignable by Participant without the express and written consent of the District.

**Miscellaneous**

This Agreement shall be construed pursuant to the laws of the State of Idaho. It is agreed that the State of Idaho is the place of the formation of this Agreement and that this Agreement constitutes the whole of the parties' understanding and may not be modified except as provided herein or by a writing signed by each party hereto. The individual signing below as an officer or a representative warrants that he or she has the actual authority to sign this Agreement on behalf of the Participant.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this day of , 20\_\_.

**Participant**

**Lakeland Joint School District No.272**

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**Date**

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