

**Sussex-Wantage Regional School District**  
**27 Bank Street, Sussex, NJ 07461**

Application and permit for use of school facilities

<b>Name of applicant organization:</b>		Contact Name:	
Address of applicant:		Phone number:	
Date desired: (if multiple dates, attach on separate form)		Contact e-mail:	
Rain Date:		Facility desired: <input type="checkbox"/> Lawrence	
Event Time:		<input type="checkbox"/> Wantage <input type="checkbox"/> Sussex Middle School	
Time in:                                  Time out:		Room(s):	
Purpose of use:		Number of people expected:	
If children's group, number of adult supervisors:			
Is admission to be charged?:		How much?:	
If yes, what will the proceeds be used for:			
Will food be sold? <small>(Any selling of food or drinks that are not prepackaged or commercially sealed requires a <b>food handlers license and should be attached</b>):</small>		What type of food?:	
Setup/equipment required:			
_____			
_____			
_____			
_____			

**Name: (printed):** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name: (printed):** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

President and Secretary must sign for organized bodies. Two authorized representatives must sign for all other organizations.

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**OFFICE USE ONLY**

Date of Application received: \_\_\_\_\_

Approved or Rejected by Principal: \_\_\_\_\_ Date: \_\_\_\_\_

Approved or Rejected by Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

Custodian assigned: \_\_\_\_\_

Overtime required? Yes or No                      If Yes, report at: \_\_\_\_\_

Fees to be charged: Yes or No (cost: \$75.00/hour)

Original: Applicant  
cc: B&G Office            Custodian            Principal            Business office

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**Regulations Governing the Use of School Property**

1. Application for the use of the school facilities must be made through the School Main Office to be forwarded to the Office of the Board Secretary. It shall be the general policy of the Board to limit the use of the school facilities to non-profit organizations.
2. The educational program and school facilities shall have the priority in the use of all school facilities. They may be rented only when not needed for school purposes and under such circumstances that the renting will not interfere in anyway with the school program. No use of school buildings will be granted during the school day.
3. School facilities are rented solely by the Board of Education. The Board expressly reserves the right to change the rules and regulations and rental charges at any time and to revoke permission for use previously granted.
4. The Board or any of its representatives shall have full and free access at all times to any part of the building or grounds.
5. Only the dates, times and facilities listed in the approval form will be honored. All rehearsals, decorations, special rooms, service or equipment must be covered by the approval form.
6. The use or presence of intoxicating drinks is prohibited from all buildings and grounds. There is no smoking permitted anywhere on school grounds. It is the responsibility of the sponsor to see that these regulations are strictly enforced.
7. No one is permitted in any building unless a custodian is on duty. The school custodian is present as a representative of the Board of Education for purposes of security, inspection and observation. His services are not at the disposal of the sponsor.
8. All performances must conform to the ordinances of the Sussex Borough/Wantage Township and the rules and regulations of the Board of Education.
9. The sponsor is responsible for maintaining proper order on the part of all spectators and participants. Only the area specified in the permit shall be used – no roaming in the corridors will be tolerated.
10. It is the responsibility of the sponsor to see that the premises are vacated promptly as specified on the approval.
11. No alterations are permitted in any parts of the building. There must be no nailing to the floors, walls or fixtures and no paint used on any part of the building. Equipment must not be marked or defaced in any manner. Any plan for decoration must be approved by the school administration.
12. All payments are made to the Board of Education. All school property is rented conditionally upon the good behavior of the user. If any of the rules and regulations now hereafter established by the Board of Education are broken or property damaged through carelessness or neglect, the sponsor is responsible for the cost of the repair or replacement and the Board may decline to accept any further applications for use from that sponsor or group.
13. Under NO circumstances is it permissible for fees or gratuities to be paid directly to the custodian or other school employees. All negotiations must be with the Board of Education through the Board Secretary.
14. No organization shall be permitted to use school property if admission fees are charged, unless the proceeds, after deducting the actual expenses of the meeting is to be devoted to an educational or charitable purpose or for some purpose fully approved by the Board of Education.
15. The rental of school property from the Board of Education does not carry with it the right to grant or sell a "concession" to any person or group. Such arrangements must be made through the Board of Education.
16. Fees are to cover custodial costs. These fees should be paid to the Board Secretary, Sussex Wantage Board of Education, immediately following receipt of the invoice for use charges.
17. The no parking areas are to be observed by the sponsors. Parking is limited to the printed parking areas.
18. It is at the discretion of the Superintendent to cancel any event due to inclement weather.

1.) All users are required to maintain, in addition to any insurance required by law, Comprehensive Liability Insurance, in an amount not less than \$1,000,000 per occurrence. **The Board of Education must be named as an**

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**additional insured on this policy.** All users must also provide proof of coverage for the participants in athletic events for injury to the participant. A certificate of insurance as described must be provided to the Business Administrator before the facility is used. Failure by the user to enforce the required production of the certificate will not void users' obligation to provide the insurance as aforesaid.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**2.) AGREEMENT TO SAVE HARMLESS**

For and in consideration of the Board of Education of the Sussex-Wantage Regional School District, in the County of Sussex and State of New Jersey, permitting us, the undersigned, to use school premises and facilities, we hereby agree to save harmless, the said Board of Education of the Sussex-Wantage Regional School District and the School District from any and all claims, suits, liabilities, litigation or proceedings of any kind or nature, against said Board of Education of the Sussex-Wantage Regional School District or the District by reason of theft, injury, or alleged injury, damage, or alleged damage, sustained, or alleged to be sustained, by any person, firm or corporation, arising out of the use of said premises and facilities, and we further agree to indemnify the Board of Education or the Sussex-Wantage Regional School District from and against all costs, counsel fees, expenses, and liabilities incurred as a result of any such claims or any action of proceedings brought thereon.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

3.) Applicant signifies that he or she has read and will abide by the rules governing the use of school buildings, facilities and grounds as outlined in this application and the policy of the Board of Education and signature below represents acceptance of these regulations. The sponsor is responsible for the proper care and use of all school property. He shall be the first person admitted and the last person to leave. He shall be in attendance at all times during the occupancy of the building or grounds.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

4.) With respect to use of the facilities for any athletic activity, all users will be supplied a copy of the Board of Education's policy on concussion testing and return to play. The user agrees and certifies that it will comply with this policy for the management of concussions and other head injuries.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

5.) Applicant has read the information provided regarding Harrassment, Intimidation and Bullying (HIB). The user agrees and certifies that it will comply.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

6.) Civil Rights Declaration: As a potential user of the Sussex Wantage Regional School District Facilities, I declare I do not discriminate in the provision or services on the basis of race, national origin, sexual orientation, gender, religion, English proficiency, socio-econominc status or disability.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

7.) COVID Hold Harmless Release: As a potential user of the Sussex Wantage Regional School District Facilities, I have read and signed the COVID Hold Harmless Release.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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The Board of Education believes the school facilities of this district should be made available for community purposes, provided that such use does not interfere with the educational and co-curricular programs of the school district. For the purpose of this policy, "school facilities" also includes school grounds.

The Board will permit the use of school facilities when such permission has been requested in writing and has been approved by the Building Administrator and Superintendent. The Board reserves the right to withdraw permission after it has been granted in the event circumstances change requiring such school facilities or school grounds will be needed for a school district purpose or due to a school closing due to weather or other emergency.

In weighing competing requests for the use of school facilities, the Board will give priority to the following uses, in the descending order given:

1. Uses and groups directly related to the schools and the operations of the schools, including pupil and teacher groups;
2. Uses and organizations indirectly related to the schools, including the P.T.A., P.T.O., Home-School Association, and other school-parent related organizations;
3. Departments and agencies of the municipal government;
4. Community organizations formed for charitable, civic, social, or educational purposes;

The use of school facilities will not be granted for the advantage of any commercial or profit-making organization, partisan political activity, or any private social function.

The use of school facilities will not be granted for any purpose that is prohibited by law.

Each user shall present evidence of the purchase of organizational liability insurance to the limit as prescribed by district regulations. Each user shall inspect any facility or school grounds to be used prior to such use and shall notify a district representative of any existing safety or dangerous conditions. In the event such conditions exist, the district may cancel or modify the user's access to the school facility until such conditions are addressed. Users shall be financially liable for damage to the facilities and for proper chaperonage as required by the school district administration.

Use of school equipment in conjunction with the use of school facilities must be specifically requested in writing and may be granted in accordance with Policy No. 7520. The users of school equipment must accept liability for any damage or loss to such equipment that occurs while it is in their use, regardless of any assignment of negligence. Where rules so specify, certain items of equipment may only be used by a qualified operator approved by the school district administration.

The Board shall approve annually a schedule of fees for the use of school facilities based upon the following guidelines:

1. The use of school facilities for activities directly related to the educational program and district operations shall be without cost to the user except that the user shall be responsible for any custodial costs incurred by the

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use and any fees charged by a law enforcement agency in connection with the use.

2. All other organizations or persons granted the use of school shall pay in advance the scheduled fee and the cost of any additional staff services required by the use.

The school district shall provide a copy of Policy and Regulation 2431.4 - Prevention and Treatment of Sports-Related Concussions and Head Injuries to all youth sports team organizations that operate on school grounds or in school facilities. In accordance with the provisions of N.J.S.A. 18A:40-41.5, the school district shall not be liable for the injury or death of a person due to the action or inaction of persons employed by, or under contract with, a youth sports team organization that uses school facilities or operates on school grounds if the youth sports team organization provides the school district proof of an insurance policy in the amount of not less than \$50,000 per person, per occurrence; insuring the youth sports team organization against liability for any bodily injury suffered by a person. The youth sports team organization must also provide a statement of compliance with the school district's Policy and Regulation 2431.4 - Prevention and Treatment of Sports-Related Concussions and Head Injuries.

For the purpose of this Policy, a "youth sports team organization" means one or more sports teams organized pursuant to a nonprofit or similar charter or which are member teams in a league organized by or affiliated with a county or municipal recreation department.

The Superintendent shall develop regulations for the use of school facilities; such regulations shall be distributed to every user of the facilities and every applicant for the use of school facilities. Permission to use school facilities shall be granted only to persons and organizations that agree to the terms of Policy and Regulation 7510, the requirements as outlined in the use of school facilities application, and in accordance with the terms outlined in the approval granted by the school district.

N.J.S.A. 18A:20-20; 18A:20-34

Adopted: 21 August 2008

Revised and Re-Adopted: April 25, 2012

## **Harassment, Intimidation, Bullying**

18A:37-14

**Definition of HIB**

The HIB definition below has been separated into component parts for ease of reading and comprehension. Bold type has been added to emphasize selected provisions and conjunctive text has been added to facilitate understanding.

HIB means any gesture, any written, verbal or physical act, or any electronic communication, whether it be a **single incident** or a **series of incidents**, that:

- Is reasonably **perceived as being motivated** either by an **actual or perceived characteristic**, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or a mental, physical or sensory disability, or by **any other distinguishing characteristic; and that**
- Takes place on school property, at any school-sponsored function, or on a school bus; or **off school grounds**, as provided for in *N.J.S.A.* 18A:37-15.3, **and that**
- Substantially disrupts or interferes with the orderly operation of the school or the rights of other students; **and that**
- A reasonable person should know, under the circumstances, will have the effect of **physically or emotionally harming** a student **or damaging the student's property**, or placing a student in reasonable **fear of physical or emotional harm** to his person **or damage to his property; or**
- Has the effect of **insulting or demeaning** any student or group of students; **or**
- Creates a **hostile educational environment** for the student by interfering with a student's education or by **severely or pervasively** causing physical or emotional harm to the student.

**Report an act Harassment, Intimidation and Bullying:**

Volunteers and contracted service providers who have contact with pupils are required to verbally report alleged violations of this Policy to the Principal or the Principal's designee on the same day when the individual witnessed or received reliable information regarding any such incident.

Pupils, parents, and visitors are encouraged to report alleged violations of this Policy to the Principal on the same day when the individual witnessed or received reliable information regarding any such incident. Pupils, parents, and visitors may report an act of harassment, intimidation, or bullying anonymously.

The HIB Incident report form can be found on our website: [www.swregional.org](http://www.swregional.org)

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**POLICY 2431.4 PREVENTION AND TREATMENT OF SPORTS-RELATED CONCUSSIONS AND HEAD INJURIES**

**M**

A concussion is a traumatic brain injury caused by a direct or indirect blow to the head or body. In order to ensure the safety of pupils that participate in interscholastic athletics, it is imperative that student-athletes, coaches, and parents are educated about the nature and treatment of sports-related concussions and other head injuries. Allowing a student-athlete to return to play before recovering from a concussion increases the chance of a more serious brain injury.

Every school district that participates in interscholastic athletics is required to adopt a policy concerning the prevention and treatment of sports-related concussions and other head injuries among student-athletes in accordance with the provisions of N.J.S.A. 18A:40-41.1 et seq. For the purpose of this Policy, "interscholastic athletics" shall be Kindergarten through twelfth grade school-sponsored athletic programs where teams or individuals compete against teams or individuals from other schools or school districts.

The school district will adopt an Interscholastic Athletic Head Injury Training Program to be completed by the team or school physician, licensed athletic trainer(s) involved in the interscholastic athletic program, all staff members that coach an interscholastic sport, designated school nurses, and other appropriate school district personnel as designated by the Superintendent. This Training Program shall be in accordance with guidance provided by the New Jersey Department of Education and the requirements of N.J.S.A. 18A:40-41.2.

The Principal or designee shall distribute the New Jersey Department of Education Concussion and Head Injury Fact Sheet and Parent/Guardian Acknowledgement Form to every student-athlete who participates in interscholastic sports. The Principal or designee shall obtain a signed acknowledgement of the receipt of the Fact Sheet by the student-athlete's parent and keep on file for future reference.

Prevention of a sports-related concussion and head injuries is an important component of the school district's program. The school district may require pre-season baseline testing of all student-athletes before the student-athlete begins participation in an interscholastic athletic program.

Any student-athlete who exhibits the signs or symptoms of a sports-related concussion or other head injury during practice or competition shall be immediately removed from play and may not return to play that day. Emergency medical assistance shall be contacted when symptoms get worse, loss of consciousness, direct neck pain associated with the injury, or any other sign the supervising school staff member determines emergency medical attention is needed. If available when the student-athlete is exhibiting signs or symptoms, the student-athlete will be evaluated by the school or team physician. The Principal or designee shall contact the student-athlete's parent and inform the parent of the suspected sports-related concussion or other head injury.

Possible signs of a concussion can be observed by any school staff member or the school or team physician. Any possible symptoms of a concussion can be reported by the student-athlete to: coaches; licensed athletic trainer; school or team physician; school nurse; and/or parent. The Principal or designee shall provide the student-athlete with Board of Education approved suggestions for management/medical checklist to provide to their parent and physician or other licensed healthcare professional trained in the evaluation and management of sports-related concussions and other head injuries.

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A student-athlete who participates in interscholastic athletics and who sustains or is suspected of sustaining a concussion or other head injury shall be required to have a medical examination conducted by their physician or licensed health care provider. The student-athlete's physician or licensed health care provider shall be trained in the evaluation and management of concussion to determine the presence or absence of a sports-related concussion or head injury.

The student-athlete's physician or licensed health care provider must provide to the school district a written medical release/clearance for the student-athlete indicating when the student-athlete is able to return to the activity. The medical release/clearance must indicate the student-athlete is asymptomatic at rest and either may return to the interscholastic athletic activity because the injury was not a concussion or other head injury or may begin the district's graduated return to competition and practice protocol outlined in Regulation 2431.4. A medical release/clearance not in compliance with this Policy will not be accepted. The medical release/clearance must be reviewed and approved by the school or team physician.

The school district shall provide a copy of this Policy and Regulation 2431.4 to all youth sports team organizations that operate on school grounds. In accordance with the provisions of N.J.S.A. 18A:40-41.5, the school district shall not be liable for the injury or death of a person due to the action or inaction of persons employed by, or under contract with, a youth sports team organization that operates on school grounds, if the youth sports

team organization provides the school district proof of an insurance policy in the amount of not less than \$50,000 per person, per occurrence insuring the youth sports team organization against liability for any bodily injury suffered by a person and a statement of compliance with the school district's Policy and Regulation 2431.4 - Prevention and Treatment of Sports-Related Concussions and Head Injuries.

For the purposes of this Policy a "youth sports team organization" means one or more sports teams organized pursuant to a nonprofit or similar charter or which are member teams in a league organized by or affiliated with a county or municipal recreation department.

This Policy and Regulation shall be reviewed and approved by the school physician and shall be reviewed annually, and updated as necessary, to ensure it reflects the most current information available on the prevention, risk, and treatment of sports-related concussion and other head injuries.

N.J.S.A. 18A:40-41.1; 18A:40-41.2; 18A:40-41.3; 18A:40-41.4; 18A:40-41.5

Adopted: March 30, 2011

Revised and Re-Adopted: July 27, 2011

Revised and Re-Adopted: October 19, 2011



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## COVID Hold Harmless Release

All users acknowledge, understand and agree that:

1. The CDC and NJDOH have determined that the PANDEMIC ILLNESSES are highly contagious viruses, diseases and medical conditions.
2. Exposure to or infection from these PANDEMIC ILLNESSES may cause serious permanent bodily injury, including respiratory failure, cardiac arrest, and death in healthy persons of all ages.
3. These PANDEMIC ILLNESSES are new. The standards and recommendations on how to prevent and protect against the risk of exposure to infection and the spread of these PANDEMIC ILLNESSES continues to change as more data becomes available.
4. These PANDEMIC ILLNESSES presently exist and remain prevalent throughout all areas of the State of New Jersey and continue to infect persons and spread throughout all counties and local communities, including the residents of the Sussex-Wantage Regional Schools.
5. These PANDEMIC ILLNESSES have a high probability of spreading to person(s) who are either in direct contact with, or in close proximity to (within about 6 feet or 2 meters) an infected person.
6. The CDC and NJDOH believe these PANDEMIC ILLNESSES are most likely to spread from person to person by droplets produced into the air when an infected person coughs, sneezes, talks or otherwise moves air out through their nose and mouth; and from touching/contacting surfaces on which droplets containing the virus exist.
7. There are vaccination(s), immunization(s) available or soon to be available for these PANDEMIC ILLNESSES that may or may not prevent Pandemic Illness.
8. The CDC and the NJDOH maintain that the best way to prevent and protect against infection and/or spread of these PANDEMIC ILLNESSES is to self-quarantine and to avoid contact with other individuals, large gatherings and spending time in public places and buildings.
9. Sussex-Wantage Regional Schools makes its facilities available to Township and non-Township owned or controlled organizations that offer to the public the option of participating in or attending a variety of indoor and outdoor physical, social and educational programs and activities, including competitive and non-competitive sports and sporting events, organized leagues, day camps, games, and instructional/training programs and camps ("RECREATION PROGRAM(S)" which are essential to the social, physical, educational and character development and the mental and physical health of the public.
10. Attending or participating in any PROGRAM on or at an ENTITY property or facility poses an inherent risk of infection and a heightened risk of injury from and exposure to these PANDEMIC ILLNESSES regardless of the measures taken by the ENTITY: (i) to avoid close contact with other persons, including infected persons; (ii) to disinfect ENTITY facilities, equipment and public property; and (iii) to discover, contact trace, and quarantine infected persons and/or persons exhibiting signs and symptoms of infection of these PANDEMIC ILLNESSES.

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11. Attending and/or participating in any PROGRAM at an ENTITY owned property or facility may also increase the risk of exposure to these PANDEMIC ILLNESSES and the further spreading of these PANDEMIC ILLNESSES to other family members, PROGRAM PARTICIPANTS, and third persons.

By signing this WAIVER, I/WE do further acknowledge the contagious nature of these PANDEMIC ILLNESSES, and that an inherent and heightened risk of danger to infection and exposure to these PANDEMIC ILLNESSES exists for all PROGRAM PARTICIPANTS, persons and other participants attending any PROGRAM on or at ENTITY property or facilities at this time. I/WE acknowledge and agree to voluntarily assume all risks that I/WE, the PROGRAM PARTICIPANT(S), and our other family member(s) may be exposed to or infected by these PANDEMIC ILLNESSES by attending or participating in any PROGRAM at an ENTITY property or facility; and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I/WE understand that the risk of becoming exposed to or infected by these PANDEMIC ILLNESSES at an event at an ENTITY property or facility may result from the actions, omissions or negligence of myself and others, including, but not limited to the ENTITY officials, officers, employees, and volunteers; and other participants/attendees of the PROGRAM and their families.

I/WE voluntarily agree to assume all of the foregoing risks, and do accept sole and complete responsibility for any and all injuries, damage(s) and other losses to the PARTICIPANT(S), my/our other dependent(s), the other members of my/our family, and/or to myself/ourselves for attending or participating including for all bodily injuries, disabilities, permanent disabilities, deaths, illnesses, damages, losses, claims, demands, liabilities, medical treatment and expenses, attorney's fees, costs of suit and/or expenses of any kind that is incurred in connection with attending or participating in any PROGRAM at an ENTITY property or facility.

I/WE UNDERSTAND AND AGREE THAT THIS WAIVER AND RELEASE INCLUDES ANY AND ALL CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE DISTRICT , GOVERNING BODY MEMBERS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS AND REPRESENTATIVES, REGARDLESS OF WHETHER INFECTION FROM THESE PANDEMIC ILLNESSES OCCUR BEFORE DURING OR AFTER PARTICIPATION AND/OR ATTENDANCE IN ANY RECREATION PROGRAM(S).

If Participate is less than 18 years of age Signature of Parent(s)/Guardians:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If Participate is 18 years of age or older:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

"I would like to emphasize that the discussion set forth above is only an insurance/risk management perspective and is NOT legal advice. We do not provide legal advice and I highly recommend that you seek the advice of legal counsel in order to become fully apprised of the legal implications related to these issues."

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## Facility Use Checklist:

- Application completed
- Regulations read
- Facility Use Policy read
- Concussion Policy read
- HIB Information read
- COVID Hold Harmless Release read/signed
- Signatures on page 3
- Certificate of Insurance attached (Sussex-Wantage Regional Schools must be named as an **additional insured** on this policy and details of the event in the remarks section)
- Food Handler certificate attached (when applicable)

Return completed application and the COVID Hold Harmless Release to the Main Office.

After approval a signed copy of the application will be mailed to applicant address.