

Independent School District No. 709
Facilities Use and Waiver of Liability Form

User Name: _____

User Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (_____) _____

Email: _____

Date(s) of Event: _____

Description of Activity: _____

Description of Facility to be Used: _____

Terms of Facility Use and Waiver

In consideration for the use of Independent School District No. 709, Duluth's ("District") property as identified above (the "Facility"), the undersigning User hereby stipulates and agrees:

1. **Release from Liability:** User agrees that the District and its School Board, all officers agents, employees, volunteers, and representatives shall not be liable or responsible for damages for any personal injuries, deaths, damages or losses to any persons or property that may be suffered or sustained by the User, or the employees, guests, volunteers, servants, contractors, agents, or invitees of the User, or the participants in the event or activity, or trespassers in, on or about the facilities during their use thereof.
2. **Indemnification:** User agrees to indemnify, hold harmless, and defend the District, its School Board, the individual members thereof and all officers agents, employees, volunteers, and representatives from and against any and all liability, claims, causes of action, lawsuits, losses, ~~or~~ demands, costs, judgments, and expenses, including court costs and attorney fees, arising out of any deaths, injuries or losses of any kind, or damage resulting from the group or organization's use of the facility or in connection with the use of the facility.
3. **Assumption of Risk:** User agrees that it assumes all risks, both known and unknown, when using District property. User acknowledges that the District makes no representation as to the District's property or the suitability of it for User's purposes.
4. **District Property:** User agrees to reimburse the District for damage to District property that is caused by User or User's members, employees, agents, or guests. User shall not make any alterations, additions, or improvements to District property or equipment, and agrees to restore the property to its original condition, including repairs, maintenance, and

cleanup, at User's expense. This release applies to the use of any District property, including tangible items, buildings, and grounds.

5. **User Property:** User acknowledges and agrees that it is fully and solely responsible for any personal property and personal belongings it may bring onto the District's property, and that the District will not be responsible for or provide any security for such property and personal belongings.
6. **District Policies:** User agrees that the District's property will be used in accordance with all District rules and regulations and School Board Policies, which are available on request. This includes the prohibition of drugs, alcohol, tobacco, and gambling on District property.
7. **Governing Law and Venue:** User agrees that this Facilities Use and Waiver of Liability Form agreement will be governed by and interpreted in accordance with the laws of the State of Minnesota. User agrees that any action arising out of this Facilities Use and Waiver of Liability Form must be brought exclusively in any state or federal court with jurisdiction in St. Louis County, Minnesota.
8. **Binding Effect and Severability:** Failure to enforce any provision of this Facilities Use and Waiver of Liability Form agreement does not waive the remainder of the agreement. If any provision or portion of this Facilities Use and Waiver of Liability Form agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

By signing below, I acknowledge that I have read this agreement and understand and intend to be legally bound by the terms and conditions of this agreement and for the party, group, organization, or business on whose behalf I am signing to be legally bound by the terms and conditions of this agreement. I warrant that I have the full authority to execute this agreement and to bind the party, group, organization, or business on whose behalf I am signing.

Signature of User: _____ Date: _____

(to be completed by the District)

Date Received: _____

Facility is Available on Date(s) Requested: yes / no