

RECREATIONAL AGREEMENT (Use of School Facilities or Grounds)

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The Swallow School District [hereinafter the "District"] and _____
[hereinafter "User"] hereby enter into this recreational agreement (hereinafter the "Agreement").

A. Purpose of the Agreement

The purpose of this Agreement is for the District to provide written authorization that permits public access to all or a specified part of the school grounds for any "recreational activity," as that phrase is defined in section 895.523 of the state statutes.

B. Conditions of Use

1. Place(s). The User shall have access to the following place(s) for the recreational activity or activities described in Part B.3 (check all that apply):

- _____ Gymnasium
- _____ Cafeteria
- _____ Playground
- _____ Room numbers (please list) _____
- _____ Other (please list) _____ (Athletic fields, Kitchen, etc).

1. Time. The User shall be permitted to use the place(s) described in Part B.1 at the following time(s):

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

OR

b. [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."]:

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

3. Eligibility Requirement(s). Describe any eligibility requirements for participation in the activity or activities described in Part B.3 (e.g., "All participants must be in seventh grade and be members of the Blackacre Recreational Volleyball Club;" or "This activity is open to any adult who is on a team in the Midwest Kickball League;" etc.):

4. Supervision.

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

If "No," skip to Part B.6.

- 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.

5. 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:

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- 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.

6. 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

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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.

7. 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.

8. User's Liability and Proof of Insurance.

- a. User 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 activity pursuant to this Agreement; (2) as the organizer, sponsor or operator of any such activity; or (3) as a participant in any such activity. In connection with any 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.

b. User's Proof of Insurance:

A copy of the User's liability insurance policy must accompany this application form. The User must notify the District of any notice of cancellations or changes in the User's liability insurance coverage. The User agrees to provide, unless expressly waived by the Board of Education, a proof of insurance certificate indicating (comprehensive, general liability), policy limits of not less than \$1,000,000.00 single limit per occurrence for bodily injury, and property damage coverage that names the "Swallow School District" as "Additional Insured" on the policy. The certificate of insurance naming the school district as "additional insured" shall be sent to the District Office a minimum of fifteen (15) days PRIOR to the scheduled facility use.

c. User's Indemnification of the District:

The User agrees to indemnify, save and hold free and harmless, the Swallow School District, its officers, agents and employees from and against all claims, demands, loss, liability, cost or expense of any kind or nature whatsoever which the District, its officers, agents or employees or any of them may sustain or incur, or that may be imposed upon any of them, or injury to, or death of, persons or damages to the property arising out of,

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connected with, or attributable to rental, use and occupancy of District facilities and equipment.

The User agrees that the District is not responsible for loss of property on the part of groups/organizations or individuals using school facilities, nor for personal injury incurred while on school district property. The facility user applicant agrees to provide proper supervision to avoid such losses and injuries and to carry appropriate insurance protection against such contingencies.

- d. **User's Compliance with Applicable Laws and Ordinances:** 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 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. The User agrees to reimburse the District for all costs associated with fire/police/EMS response to false alarms resulting from the individual or group's use of District facilities and for all expenses incurred as the result of damage to school property over and above normal wear.
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9. **Facility use Fees and Charges:** Facility use fees shall be charged to those individuals or groups/organizations in accordance with the above procedures and Board-approved fee schedule in Board Policy 830AG.

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In addition to abiding by the terms of this Agreement, the User is required to follow all District policies and rules involving use of its facilities and to complete the appropriate facility use request form.

For the District

Name and Title (Please Print)

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

Adoption Date: July 18, 2012

Revised: October 29, 2012