

Facility Use and Indemnity Agreement

THIS AGREEMENT made this ____ day of _____, 19____ by and between the School District of Altoona, hereinafter called the "School" and _____, hereinafter called the "Permitted User."

WHEREAS the Permitted User wishes to utilize the facilities of the School, and the School is willing to permit the limited use of its facilities by the Permitted User, the parties agree as follows:

- 1. The Permitted User shall assume all risk of loss, damage or injury, by fire or otherwise, to person or property, by reason of the management, control, condition or operation of the School facilities or premises and releases the School, its officers, employees, agents and representatives from and against any and all claims, demands, losses, liability (including attorney's fees) or expense of any kind whatsoever connected with or attributable to the fault or negligence of the School and arising out of the use and occupation by the Permitted User of the facilities owned and normally maintained by the School. Unless supervision or other services are specifically provided by the School, the Permitted User shall be responsible for supervising all activities which involve the use of the School's facilities. The Permitted User shall also be responsible for janitorial and maintenance costs associated with the use of the School's facilities.
- 2. The Permitted User must read and abide by school district Policy KG and the rules stated in KG-R.
- 3. The Permitted User shall assume the responsibility for making sure the facility is used in a safe manner. All exits and passageways must be kept clear. All fire alarm pull stations and fire extinguishers shall be kept readily accessible in case of emergency. At any time a fire alarm is sounded, "911" must be called and evacuation procedures must be implemented.
- 4. The School does not have liability insurance for the Permitted User for non-school sponsored events. The Permitted User should have its own liability insurance to cover any such liability. Failure to obtain appropriate liability insurance may expose the Permitted User to personal liability.
- 5. The facilities to be used and the time of use shall be as follows:

IN WITNESS THEREOF, the parties have executed this Agreement the day and year first written above.

Title
SCHOOL DISTRICT OF ALTOONA
"School"

Title
"Permitted User"