



Community Services Office
D.C. Everest Area School District
6400 Alderson St., Weston, WI 54476
715-359-6563



Application for use of School District Facilities

Person and/or Organization: _____

Address _____ City _____ State _____ Zip _____

Email: _____ Contact Phone Number: _____

Building Request: _____ Area/Room(s): _____

Purpose of use: _____

Special set-up and/or needs requested: _____

Date(s) Requested

Hour(s) Requested

_____	_____ to: _____
_____	_____ to: _____
_____	_____ to: _____

For Community Services Office Use Only

Approved: _____ Invoice: _____ Disapproved: _____
Supervisor of Community Services _____ Date _____

Dates Not Available: _____

Cost of Use:

Rental Charge: _____ day(s) @ _____ hour(s) @ \$.....\$ _____

Other:\$ _____

.....\$ _____

.....\$ _____

Total Charges:\$ _____

Rev. June 2021 This contract is not complete until you receive an approved copy of this application.

Participation, Attendance, and Supervision

How many people are expected to participate in or otherwise attend each event/activity that is to be covered by the Agreement/Permit? (Differentiate by activity/date as necessary.)

Activity	Date(s)	Expected Number of		
		Participants	Participants Under Age 18	Spectators/Audience

Important notice to user/applicant: The School District has no responsibility for providing or for monitoring the supervision of any participant, spectator, volunteer, or other person who may be present on school grounds in connection with any event or activity that is covered by this Agreement/Permit. The User/Applicant is solely responsible for identifying a reasonable and appropriate number of adult supervisors for each event/activity and for monitoring the actual presence of adequate adult supervision at each event/activity. However, the District retains discretion to reject the User's application due to a determination that the User/Applicant's proposed plan for supervision is inadequate. Any failure by the User/Applicant to provide or monitor the adult supervision at any event/activity is grounds for termination of this Agreement/Permit and for the rejection of future applications.

Describe how the User/Applicant will provide for the supervision and monitoring of participants and other individuals who will be present on school grounds at each of the User/Applicant's events/activities:

Identify the adults who will responsible for the supervision of any minors (check all that apply):

- Adults who are employees or agents of the User/Applicant will be present and assigned to supervise and monitor all minors who are in attendance at each event/activity covered by this Agreement/Permit.
- The parents/guardians of any minors who attend the activity/event are required to be present and to supervise their minor children. The User/Applicant will monitor this expectation as follows:

- Other (please describe):

The User/Applicant understands and agrees that, unless the District has executed a written "Supervision Addendum" to this Agreement/Permit (as may be required in connection with use of, e.g., a pool facility), the District is assuming no responsibility to provide supervision or to monitor supervision of attendees at any event/activity held under this Agreement/Permit.

Insurance (for Organizations only)

The District’s approval of this Agreement/Permit remains contingent on the User/Applicant furnishing to the District satisfactory proof of insurance, meeting the following minimum requirements, with the District named as an additional insured under the User/Applicant’s policy (or policies):

General Liability/Casualty Insurance:

Evidence of general liability coverage with limits of no less than \$2M per occurrence/\$2M general aggregate, which can be attained solely with through the general liability policy, or in combination with limits available under an umbrella policy. If the general liability policy includes coverage for sexual abuse and molestation, verbiage should be included on the certificate of insurance confirming coverage. If no coverage is afforded under the general liability policy, then evidence of a stand-alone policy covering sexual abuse and molestation with limits of no less than \$500K per occurrence/\$500K general aggregate is required.” “Coverage should be placed with an insurance carrier with an A.M. Best rating of no less than A-.

The User/Applicant’s Certificate(s) of Insurance is on file with the District or has been attached to this application:

Yes No

Prior to any event or activity being held under this Agreement/Permit, the organization is required to furnish to the District a satisfactory bond or certificate of insurance

- (1) to protect the District against any property damage or loss sustained by the District in connection with the User/Applicant’s event/activity; and
- (2) to indemnify the school district against any and all claims or suits for injury, damage, or loss that are connected to or that arise from any activity or event held pursuant to this Agreement/Permit. Failure to provide such proof of bonding or insurance, or failure to maintain such coverage throughout the period of time covered by this Agreement/Permit voids this Agreement/Permit and the User/Applicant shall not use any District facilities.

District Use Only: Proof of Insurance has been submitted by the User/Applicant and has been reviewed and approved by

[Name, Title] _____

[Date] _____

Waivers of Insurance (if applicable):

The District is authorized to waive the above-identified insurance requirements in the following limited circumstances: *[insert local waiver requirements, if any]*

The User/Applicant is requesting a waiver of the insurance requirement(s):

Yes No

If “yes,” this Agreement/Permit remains expressly contingent on the District’s written approval of the User/ Applicant’s request for a waiver of the otherwise applicable insurance requirements.

District Use Only: Insurance waiver request is approved by

[Name, Title] _____

[Date] _____

Additional Terms and Conditions of This Agreement/Permit

User Responsibility for Safety and Security

In addition to planning for, providing, and monitoring the supervision of participants and/or attendees, the User under this Agreement/Permit, and not the District, is responsible for providing for the security and proper care of all District property that is used in connection with this Agreement/Permit and for the general safety of all persons attending (as a participant or in any other capacity) each of their event(s)/activities. Depending on the size and nature of the event/activity, the User should consider whether it is necessary or prudent to engage any of the following:

1. On-site emergency response personnel
2. Trained crowd managers
3. Contracted law enforcement officers
4. Other contracted security personnel

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 that arise 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.

On the day of each event/activity, the User shall inspect that facility and any equipment to be used during an event or activity held under this Agreement/Permit, and determine whether the facility and equipment are safe, suitable, and adequate for the proposed event/activity.

Additional General Terms and Conditions of Use

- a. The User agrees to abide by, and to enforce respecting all participants and attendees at any event or activity held under this Agreement/Permit, all policies, rules and regulations of the School District involving use of facilities.
- b. The User is responsible for ensuring that no alcohol, tobacco, illegal drugs, or weapons are possessed or used on school grounds or in any school facility in a manner that violates applicable law or any District policies or rules.
- c. The User agrees to reimburse the District for all costs and for all expenses incurred as the result
- d. of damage to school property over and above normal wear, regardless of whether the damage was
- e. accidental or attributable solely to the conduct of a participant, attendee, or other invitee of the User.
- f. The User agrees to reimburse the District for all costs associated with any fire/police/EMS response to any call, alarm, or false alarm resulting from the individual or group's use of District facilities, unless the District or its employees or agents directly caused the need for the call or alarm.
- g. The User agrees to use only the District-approved facilities that are identified in this Agreement/Permit. Any deviation of use will be considered a breach of contract and may result in denial of future use of District facilities.
- h. User shall ensure that no unauthorized third party will be permitted to use the facility or any portion thereof.
- i. No District facility use Agreement/Permit is transferable to another party.
- j. User shall ensure that the representative specified in this Agreement/Permit is present at each scheduled event/activity.
- k. The User agrees to notify the building principal or District administrative office in writing as to any repairs or maintenance needed to the premises, even if the User did not cause the need for repair or maintenance.
- l. The District is not responsible for any loss of or any damage to personal property that may be sustained by the User or by any of the groups, organizations or individuals who may be present at school facilities

in connection with this Agreement/Permit.

- m. User shall ensure that the District Administrator or the building Principal grants prior approval before any signs, banners, pennants or similar items are erected, and that they do not deface school property. All such signage, decorations, etc. must be temporary in nature.
- n. User shall ensure that participant and attendee vehicles will be properly parked.
- o. When a school gymnasium is to be used for physical activities, only persons with approved rubber soled shoes are allowed on the gym floor. Failure to comply with this stipulation could obligate the user to
- p. pay all costs incurred for returning the floor condition to its proper state.
- q. User may move fixtures or furnishings only with the advance approval of the Building Principal or a Maintenance Supervisor.
- r. User shall ensure that food and beverages are possessed and consumed only in designated areas. User may sell or serve food or beverages only if written permission to do so is included in this Agreement/Permit.
- s. User shall ensure all activities conducted under this Agreement/Permit are orderly and lawful.
- t. The User agrees to abide by all additional directives or conditions for use established by the District or any of its employees or agents, subject to an appeal to the District Administrator if the User believes that any such directive or condition is unreasonable, unlawful, or in violation of any District policy.
- u. User shall ensure that animals are not permitted on school grounds or inside any District building, with the exception of service animals for any individual with a disability and any animals specified in this Agreement/Permit.
- v. User shall leave the building neat and orderly. All litter including paper, glass, and cans shall be deposited in receptacles provided for that purpose.
- w. No fires are permitted except as authorized by the District Administrator, and then only with a permit that has been issued by the Fire Department.

Other Important Terms, Conditions and Notices

Deposits and Fees.

All deposits and fees are to be prepaid at the time the User submits the signed Agreement/Permit, unless the District agrees in writing to a later payment date or to invoice the User. See above for additional information regarding fees. Failure to timely pay deposits and fees, or to fully reimburse the District for costs/damages will result in automatic denial of future facility use requests until the delinquent payments are fully paid.

Termination or Cancellation by the District. The District reserves the right, unilaterally and at its sole discretion, to prospectively terminate this Agreement, with respect to one or more remaining activities, at any time and for any reason. The District will give the User at least **10 days advance notice** of such termination, except where (a) such termination (or other revocation of permission to use District facilities) is due to the User's conduct or the conduct of the User's invitees, or (b) such advance notice would be impractical due to unforeseen circumstances (e.g., the District employee who was scheduled to open and monitor the facility is unexpectedly unable work and no replacement can be found) or due to newly-identified safety concerns.

The District further reserves the right, unilaterally and at its sole discretion, to cancel or require the User to reschedule any event or activity that the User plans to hold in connection with this Agreement. Such cancellation or requirement to reschedule may occur at any time and for any reason. The District will give the User at least 10 days advance notice of cancellation/rescheduling, except (a) where such cancellation or rescheduling (or other revocation of permission to use District facilities) is due to the User's conduct

or the conduct of the User's invitees, or (b) where such advance notice would be impractical due to unforeseen circumstances (e.g., the District employee who was scheduled to open and monitor the facility is unexpectedly unable work and no replacement can be found) or due to newly-identified safety concerns.

If the District (1) unilaterally terminates this Agreement, as provided above, or (2) cancels any event or activity that the User intended to hold, as provided above; or if the User is unable to hold any activity as planned for any reason outside of the control of both the User and the District, then the User's sole and exclusive remedy under this Agreement shall be a return of any deposit or fees that have already been paid. **In such situations, the user waives any and all claims to any other damages (whether direct, indirect, consequential, compensatory, or punitive), reimbursement, or compensation.** Further, any prospective termination or cancellation does not affect in any way the enforceability of this Agreement as to any User activities that have already occurred.

Termination or Cancellation by the User. The User may cancel and terminate this Agreement/Permit at any time by providing written notice to the District, but all deposits and fees paid to date will be retained by the District unless the District receives notice of cancellation and termination that is BOTH (1) within 10 days of the date the User executes this Agreement/Permit; AND (2) at least 10 days prior to the date of the event/activity for which fee reimbursement is sought.

The District is not waiving any immunities or any limitations on liability. The District, its school board, and all officers, employees and agents of the District fully retain all legally enforceable (1) immunities from liability; (2) limitations on liability and monetary judgments; and (3) rights to seek or claim indemnification or subrogation.

The District does not provide insurance coverage to Users, participants, or attendees. 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/Permit, provide any User or any 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. Neither the User nor any participant, attendee, or invitee of the User under this Agreement/Permit is (in any of those respective capacities) an "insured" under any District insurance policies.

User accepts all responsibility for providing appropriate notices to participants and for obtaining written acknowledgements/permissions from participants. By this Agreement/Permit, 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 an event or activity under this Agreement/Permit. 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.

User's Legal Duties and Legal Liabilities. Nothing in this Agreement/Permit 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 event or activity pursuant to this Agreement/Permit; (2) as the organizer, sponsor or operator of any such event or activity; or (3) as a participant in any such event or activity. In contrast, the User assumes such additional liabilities and duties as specified in this Agreement. In connection with any event or activity where there is at least one participant who is not also the User identified under this Agreement/Permit, 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.

User indemnifies and holds harmless the district and the district's officers, employees, and agents.

The User agrees to hold harmless and to fully indemnify the District from any and all claims, losses, damages, costs, expenses, actions, causes of action, and liability, of any kind or nature whatsoever arising out of, connected with, or attributable to either (1) the User's conduct, actions, or omissions with respect to the User's use and occupancy of facilities and equipment as described herein; or (2) the conduct, actions, or omissions of any participants, attendees, or other invitees of the User who are present at the facilities, activities, or events described herein, which result in any injury, damages, or loss of or damage to property to any person or entity. However, this indemnification and hold harmless commitment shall not be construed to extend to any injury, death, or any loss of or damage to property that is legally attributed (from a causation standpoint) to the conduct, actions, or omissions of the District or its officers, employees, or agents in a greater proportion (on a percentage basis) than it is legally attributed to the combined conduct, actions or omissions of the User and any of the User's invitees.

The **indemnification** and **hold harmless** provisions found in the preceding paragraph are subject to negotiation at the request of the User by contacting the District Administrator prior to the execution of this Agreement/Permit.

User waives claims against the district; limitations on damages.

Except for the recovery of paid deposits or paid fees as expressly provided for elsewhere in this Agreement/ Permit, and where the cause of action would be based under contract law or an allegation of negligence, the User waives the following claims against the District and agrees that the District shall have no liability to the User respecting any damages, costs, or losses arising from or relating to **any of the following**:

1. The condition of the premises or equipment to be used under this Agreement/Permit.
2. The suitability of the premises or equipment to be used under this Agreement/Permit.
3. The availability of the premises or equipment to be used under this Agreement/Permit.
4. The cancellation or termination by the District of any event or activity of the User.
5. The cancellation or termination of this Agreement/Permit by the District.
6. Any alleged breach of this Agreement/Permit by the District, except for the recovery of deposits or fees as expressly provided for elsewhere in this Agreement/Permit.

Severability and non-enforceability under state law. If any provision of this Agreement is ruled to be unenforceable but severable, or if this Agreement or any portion thereof is not specifically enforceable as a "recreational agreement" under Section 895.523, then the Agreement, or the remainder thereof, shall remain fully enforceable as a written and binding agreement between the parties.

Additional provisions applicable to all user events/activities which are "recreational activities," as defined under Section 895.523 of the Wisconsin Statutes. As to any event or activity (or portion of

an event or activity) held pursuant to this Agreement/Permit which meets the definition of a “recreational activity” under Section 895.523 of the Wisconsin Statutes, the District and the User agree that this Agreement/Permit also serves as a “recreational agreement” within the meaning of Section 895.523, and the following additional terms, conditions, and notices apply.

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/Permit, 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 section 895.523 immunity are the following:

1. 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/Permit and being used by a person for a recreational activity held pursuant to this Agreement/Permit;
2. The death of or injury to a spectator that occurs on the school grounds designated for use in this Agreement/Permit during the recreational activity; or .
3. The death of or injury to a person participating in a recreational activity involving any of the following: (1) a weight room; (2) a swimming pool; or (3) gymnastics equipment.

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/Permit assumes all risk of personal injury, property damage, and/or death that is inherent in the particular recreational activity and of which the ordinary prudent person is or should be aware. Further, participants in recreational activities are subject to the provisions of Section 895.525 f the Wisconsin Statutes, unless an applicable exception or exclusion found within the statute applies. Section 895.525 also requires participants in recreational activities, as therein defined, to conform their conduct to certain minimum standards.

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/Permit 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.

For the user:

The individual signing below affirms by his/her signature that he/she has authority to sign this Agreement/ Permit on behalf of the User and to obligate the User to the Agreement/Permit's terms and conditions.

Name (please print) _____

Signature _____

Date _____

For the district:

Name of Authorized party (please print) _____

Title _____

Signature _____

Date _____