

Index School District #63

PO Box 237

436 Index Ave.

index63@aol.com

360-793-1330

Fax: 360-793-2835

Federal Tax I.D. # 91-1002561

INDEX SCHOOL FACILITY
HOLD HARMLESS AGREEMENT

Groups using any of the Index School District facilities agree to indemnify and hold harmless the Index School District, its agents, employees, and board members against loss or expense, including attorney fees, by reason of any liability imposed by law upon the school district, except in bodily injury, including death at any time resulting there-from, sustained by any person or persons, or on account of damage to property arising out of or in consequence of the use of school district facilities, whether such injuries to persons or damage to property are due or are claimed to be due to any passive negligence of the school district, its employees, agents, board members, or any other person.

Please provide a copy of your insurance.

Costs:

\$_____ Per _____ - with a key deposit of \$25.00

Signature of person responsible for this activity: _____

Date: _____ Phone: _____

Signature of School Facilitator or designated official: _____

Date: _____

Reviewed by David Hokit
Lawyer 9/2001

The School Board of Directors wishes to encourage use of school facilities by the community as long as use is for a lawful purpose and does not interfere with the conduct of the district's educational programs, the primary purpose of which the buildings and grounds are intended. Community use of facilities is subject to the terms of District Policy and Procedures 9400 and the current schedule of user fees. ALL youth sports groups must provide a letter of compliance with mandated Youth Sports Concussion Management Protocols. Funds may be charged for use of school facilities to ensure that funds intended for education of children are not used for other purposes. Permission to use a particular facility may be denied based on a belief that the activity proposed may not be in the district's interests, or due to the level of previously scheduled use. No person shall be denied the full enjoyment of the facilities because of race, creed, color, sex, or origin.

NAME OF ORGANIZATION _____

CONTACT NAME _____ NUMBER OF TEAMS/PARTICIPANTS _____

ADDRESS _____ DAYTIME PHONE _____

NATURE AND PURPOSE OF ACTIVITY _____

SPECIFIC FACILITY/SCHOOL REQUESTED _____

- | | | | | |
|---------------------------------------|---|-------------------------------------|---|---|
| <input type="checkbox"/> Classroom | <input type="checkbox"/> Stage | <input type="checkbox"/> Auditorium | <input type="checkbox"/> Computer Rm. | <input type="checkbox"/> Conference Rm. |
| <input type="checkbox"/> Cafeteria | <input type="checkbox"/> Athletic field | <input type="checkbox"/> Library | <input type="checkbox"/> Multipurpose Rm. | <input type="checkbox"/> Gym |
| <input type="checkbox"/> Computer Rm. | <input type="checkbox"/> Conference Rm. | <input type="checkbox"/> LGI | <input type="checkbox"/> Stadium | <input type="checkbox"/> Kitchen |

DATES TO BE USED: _____ TO _____ DAY OF WEEK _____

TIMES OF DAY/EVENING: FROM _____ AM/PM TO _____ AM/PM

WILL ADMISSION BE CHARGED? _____ WILL CUSTODIAN SERVICES BE NEEDED? _____
 (Custodial services are restricted to unlocking and locking doors, operating lights, providing heat, setting up chairs and performing routine cleanup.)

EQUIPMENT NEEDED: Chairs Tables Carousel Flag Podium Screen Microphone Projector

FACILITY RENTAL FEES will be determined by the latest established rental rates. Payments of charges shown on the application form are to be made to the district within 30 days. Charges may be levied to cover the cost of additional services not covered in the original agreement or for damages or agreement violations. The district reserves the right to require and charge for custodial and/or other authorized district employees to be on the premises.

AGREEMENT AND INSURANCE

The person or organization entering into this agreement with School District for the use of facilities or equipment described above certifies that the information given in this application is current. The undersigned further states that he/she has the authority to make this application for the applicant and agrees that the applicant will observe all rules and regulations. The applicant further agrees to reimburse the School District for any damage arising from the applicant's use of said facilities. Any accident involving injury to participants or damages to facilities or equipment occurring during the use of facilities or equipment will be reported to district authorities immediately.

In accordance with Chapter 28A.335 RCW, private nonprofit groups serving youth are required to provide proof of bodily injury coverage of no less than \$50,000 per occurrence/\$100,000 aggregate. For-profit, business groups are required to provide proof of general liability coverage of no less than \$1 million dollars per occurrence. The School District must be named as additionally insured on said policy. Coverage cannot be cancelled or reduced without thirty-(30) day's written notice to the district. (Low-cost Special Events Liability Insurance is available through the school district's carrier.)

_____(Initial)The applicant agrees to fully comply in accordance with the adoption of policies for the management of concussion and head injury in youth sports; as amended in RCW 4.24.660 and chapter 28A.600 RCW if applicable. Access to school facilities may not be granted until all requirements are complete and approved by the school district &/or designee.

The applicant agrees that the School District and its agents or employees will not be liable for any damage to person or property by reason of negligent acts of applicant, its agents, employees, invitees, or subcontractors. Applicant agrees to protect, indemnify for legal costs and other expenses, and hold harmless, the School District and its officers, employees, directors and agents from claims, liabilities, or suits, arising out of injury to person or property from negligent acts of applicant, directly or indirectly attributable to user's activities and/or use of premises except for sole negligence of the School District.

I have read the rules and regulations above and on the reverse side of this form and agree with the conditions and charges as established:

SIGNATURE OF APPLICANT _____ **Date** _____

- SEE REVERSE SIDE -

RULES AND REGULATIONS

- Applicant/organization is responsible for the safety and conduct of its participants and spectators.
- **All non-profit youth sports group, verifies all coaches, athletes and their parent/guardian have complied with mandated policies for the management of concussions and head injuries as prescribed by HB 1824, section 2.**
- Satisfactory sponsorship and adequate adult supervision must be provided by the applicant. Security may be required for some activities.
- All events will be required to meet the occupancy load and fire and safety regulations of the City of Seattle and State of Washington.
- Use of alcohol, tobacco, and/or drugs is prohibited. Profane language and/or other objectionable conduct may result in barred use of facilities.
- Firearms or other dangerous weapons are prohibited on school grounds as defined by law.
- Games of chance, lotteries, and giving of door prizes are not allowed except where permitted by law and then only with proper clearances.
- Access to facilities and services, except as otherwise addressed in these rules, shall be limited to that specified on the application.
- Alterations to the field/facility are prohibited without prior approval. This may include such things as hanging signs, erecting backstops, placing goals, using masking tape on walls and floors, etc.
- District-owned equipment shall not be removed from the facility or loaned to any individual or organization unless prior approval by the district has been granted. Groups or individuals cannot use district-owned expendable supplies.
- Applicants are responsible for special set-up requirements and clean up unless specifically requested in the application. Users shall be responsible for returning the facility to its original condition immediately following the event.
- Appropriate gym shoes are required for all activities on the uncovered floor of gymnasiums.
- The applicant/organization shall not practice discrimination of any kind.
- Cancellations by applicants require at least a 24 hour notice. Otherwise, related actual costs shall be borne by the applicant.
- Facility use is cancelled when facility/building is closed due to an emergency.
- The district reserves the right to refuse or revoke any authorization issued for the use of a school building or grounds, and if rental has been paid, to refund such rental less expense incurred by the district in connection therewith.

FOR DISTRICT USE ONLY

 Approved Disapproved

 Category: I II III IV

 Single event School year Summer

 Days Evenings Saturday Sunday & Holiday

 Certificate of Insurance Requested Received

 Letter Compliance w HB1824 Requested Received

Facility/Building Rental Fee \$ _____ Per Hour/Event = \$ _____ Other charges \$ _____

Total Billed \$ _____ Date Billed ____ / ____ / ____

Signature of District/Building Facilities Coordinator _____ Date _____