

**CONTRACT FOR USE OF SCHOOL DISTRICT NO. 58**

**BUILDING AND FACILITY WAIVER OF LIABILITY  
AND INDEMNITY AGREEMENT**

**READ THIS DOCUMENT CAREFULLY - BY SIGNING THIS AGREEMENT, YOU  
GIVE UP CERTAIN RIGHTS AND ASSUME CERTAIN RESPONSIBILITIES:**

I, \_\_\_\_\_, an agent or officer, acting for and on behalf of

\_\_\_\_\_

for and in consideration of the use of the facilities of School District NO. \_\_\_\_\_,  
located at \_\_\_\_\_.

(building or facility)

do by this document agree, on behalf of myself and the organization which I represent, to indemnify and hold harmless any employee, officer, servant, or agent of the School District, including elected or appointed officials, and persons acting on behalf of the School District in any official capacity, temporarily or permanently in the service of the School District, whether with or without compensation, from any and all manner of action or actions, cause or causes of action, suites, injuries, or any other claim or demands arising out of the use of any facility of School District NO. \_\_\_\_\_.

**THE UNDERSIGNED FURTHER AGREES:**

1. To indemnify and hold harmless the School District, its agents, employees and assigns from all manner, action or actions, cause or causes of action, suits, injuries or any other claims or demands that may arise from any act or omission by an employee, agent, representative or any person acting for or on behalf of said School District concerning any claim, cause of action, suit, injury or demand arising out of the organization's use of the facilities of said School District.
2. To provide the School District with proof of insurance in the form of a Certificate of Insurance. The Certificate of Insurance must show a minimum limit of liability coverage of \$1,000,000 per occurrence. The Certificate of Insurance must also evidence coverage for this agreement in the form of Blanket Contractual Coverage or name the School District as an Additional Insured. A copy of the Certificate of insurance must be attached to this agreement prior to using or occupying the premises.
3. That neither the undersigned or the organization which it represents shall be entitled to contribution or indemnification, or reimbursement for legal fees and/or expenses from the School District for any action, cause, suit, claims or demands brought against the organization arising out of the use of the facilities of the School District.

4. To immediately notify the School District of any conduct or circumstances which bring about an injury to persons or tangible property, describing the injury or damage to tangible property, stating the time and place the injury or damage which occurred, and stating the names of all persons involved.
5. To reimburse the School District for any damages or losses caused by the organization's use of the school facilities, and agrees to pay promptly for said damages.
6. To obtain an individual waiver of liability from each participant in any program that involves the use of any facility of the School District if said waiver of liability is required by the School District.
7. That in the event the School District shall be required to initiate legal action to enforce any and all terms of this agreement, the undersigned, on behalf of its organization, agrees to reimburse the School District for all legal expenses and costs reasonably incurred.
8. That this agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
9. That this agreement shall be governed by the laws of the State of Idaho.
10. That in the event of any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this agreement.

This agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties to this agreement.

DATED this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

at \_\_\_\_\_, Idaho.

\_\_\_\_\_  
School Official Representing

\_\_\_\_\_  
Signature of Person Responsible

School District NO. \_\_\_\_\_

\_\_\_\_\_  
Organization