

## McMinnville School District Facility Use Liability Release Form

Name of User/Business/Group (User): \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Facility being requested: \_\_\_\_\_

Description of Activity (Activity): \_\_\_\_\_

**Indemnification:** In consideration for use of the McMinnville School District's (District) property, **User agrees to waive and discharge any and all claims against the District and release it from liability for any loss regardless of cause**, including claims for any negligent actions of the District or its employees or agents, to the fullest extent allowed by law, for User, its members, employees, agents, contractors, suppliers, or guests. User also agrees to release, exonerate, discharge and **Hold Harmless** the District, its Board of Directors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from all liability, claims, causes of action, or demands, including attorney fees, arising out of injuries of any kind to User, or to its property, or losses of any kind which may result from or in connection with the use of the District's facility, up to and including injuries stemming from the negligent actions of the District or its employees or agents. **User certifies and represents that it has the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of itself and its members, employees, agents, contractors, suppliers, or guests.**

**Insurance:** The User agrees to carry, maintain, and provide proof of general liability insurance coverage with limits of not less than \$1 million per occurrence and to name the District as a named insured under the general liability insurance policy.

**Property Damage:** User agrees to reimburse the District for damage to the District's property that is caused by User or User's members, employees, agents, contractors, suppliers, or guests.

**Alteration, addition, or improvement:** User shall not make alterations, additions, or improvements to District property or equipment. If User makes an alteration, addition, or improvement in breach of this agreement, then the District in its sole discretion may require User to remove the alteration, addition, or improvement and restore the property to its original condition at User's expense; these expressly stated remedies are in addition to all other available remedies.

**Repairs, Maintenance, and Cleanup:** At User's sole expense, User shall maintain in good repair the areas of the District's property utilized under this Agreement. As determined by the District's sole discretion, User agrees to repair, replace, or compensate the District for any cleanup required or for any damage sustained to District property arising from User's use of District property. Upon User's completion of use of the District's property, the User shall leave the property in the same or better condition as received.

**Right of Entrance:** The District retains the right to enter District property at all times during the term of this Agreement, including the property being used by User under this Agreement.

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**Accessibility:** The District warrants that the District's facilities comply with all applicable regulations and guidelines of the Americans with Disabilities Act. The District has made every effort to make its premises accessible by removal of barriers wherever reasonable and has provided alternative services wherever barriers cannot be reasonably removed. User shall be responsible for compliance with the ADA in connection with activities that are controlled by the User, and the District shall not be liable for any loss resulting from User's failure to comply.

**Anti-Discrimination Policy:** User warrants that it does not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, or any other protected status. The District reserves the right to deny use of District facilities to groups that do not comply with the District's anti-discrimination policy.

**Bloodborne Pathogens:** User agrees to adhere to the federal and state OSHA standard pertaining to blood-borne pathogens and any necessary cleanup of blood or other body fluids.

**District Name/Logo:** All uses of the District's name or logo must be approved in writing by the District's Superintendent prior to use. User shall not state or imply that the District sponsors or endorses User or is responsible for User.

**District Policies:** User agrees that the school property will be used in accordance with the District's rules and School Board policies. Note that smoking, or the use of any drug, alcohol, or tobacco products, is prohibited on all District property, including buildings and outdoor areas.

**Modification:** No modification, amendment, or alteration to the terms or conditions contained herein shall be effective unless contained in a written document and signed by the District's Superintendent.

**Severability Clause:** this Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

**Waiver:** Failure by the District to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the District of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this agreement.

**User certifies to have read this document and fully understand its contents.**

Signature of User or User's Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_