

# WAIVER – HOLD HARMLESS AGREEMENT

School Field/Facility \_\_\_\_\_

Group and Purpose \_\_\_\_\_

It is mutually agreed that:

1. The District shall allow the undersigned to utilize the facility listed above at the times and for the purposes state above.

2. The undersigned agrees to assume and hold the District harmless for any and all liability, injury or damages to the person and/or property of the undersigned, or any other person or entity which is caused or arises from or is due to the undersigned's use of the District's facility.

3. The undersigned agrees to utilize the facility specified above in a reasonable and safe manner which is appropriate for the facility and type of activity.

4. The undersigned agrees to assume responsibility for and reimburse the District for the costs of repair or replacement of any District property damaged during the undersigned's use of the facility designated above. Said responsibility shall include, but not be limited to, damages for improper use of the facility, neglect of the undersigned, failure to properly supervise participants or any other cause arising from, due to, or caused by the undersigned's use of the facility.

5. THE DISTRICT DISCLAIMS ALL LIABILITY TO THE UNDERSIGNED OR OTHER PERSONS AND ENTITIES FOR THE CONDITION OF THE FACILITY AND EXPRESSLY MAKES NO WARRANTY AND DISCLAIMS ALL WARRANTIES AS TO THE CONDITION OF THE FACILITY OR THE FACILITY'S FITNESS FOR USE, INCLUDING THE USE OF WHICH THE FACILITY IS COMMONLY UTILIZED AND/OR THE USE INTENDED BY THE UNDERSIGNED.

6. The undersigned agrees to abide by the rules and regulations governing the use of said facility. The undersigned further accepts receipt of a listing of said rules and regulations. In addition, the undersigned agrees to furnish the District with proof of a liability insurance rider which covers the undersigned's use of this facility.

Date \_\_\_\_\_ User \_\_\_\_\_

Organization \_\_\_\_\_

For Highland School District #203 \_\_\_\_\_