RECREATIONAL USE OF SCHOOL FACILITIES REQUEST/AGREEMENT

GREEN BAY AREA PUBLIC SCHOOL DISTRICT BOARD OF EDUCATION POLICY 830 PUBLIC USE OF SCHOOL FACILITIES

The Green Bay Area Public School District [hereinafter the "District"] and	
[hereinafter "User"] hereby enter into this recreational agreement (hereinafter the	
"Agreement").	

A. Purpose of the Agreement

The purpose of this Agreement is for the District to provide written authorization that permits public access to all or a specified part of the school grounds for any "recreational activity," as that phrase is defined in Wis. Stat. § 895.523.

В.

<u>Co</u>	ndil	tions of Use				
1.	<u>Place(s)</u> . The User shall have access to the following place(s) for the recreational activity or activities described in Part B.3 (check all that apply):					
	aSchool					
		• Gymnasium				
		•Cafeteria				
	Playground					
	Room numbers (please list)					
	Other (please list) (No weight room, swimming pool, or gymnastic equipment may be used pursuant to this Agreement).					
	b.	Other (please list) (No weight room, swimming pool, or gymnastic equipment may be used pursuant to this Agreement).				
2.	. <u>Time</u> . The User shall be permitted to use the place(s) described in Part B.1 at the followin time(s):					
	a.	From (time) to (time) on (date).				
	OR					
	b. [Describe the specific times and dates – e.g., "Each Wednesday between September 1 and November 30 from 7:00 p.m. to 9:00 p.m."]:					

<u>cility Requirement(s)</u> . Describe any eligibility requirements for participation in the rity or activities described in Part B.3 (e.g., "All participants must be in seventh gradule be members of the Blackacre Recreational Volleyball Club;" or "This activity is open adult who is on a team in the Midwest Kickball League;" etc.):
ny adult who is on a team in the Midwest Kickball League;" etc.):
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ervision.
Will minors (age 17 or younger) be participating in the recreational activity or activities described in Part B.3? Check one: Yes No
"No," skip to Part B.6.
Will the User provide adult supervision to minors at all times when they are on school grounds pursuant to this Agreement? Check one: Yes No
f "No," the User cannot enter into this Agreement or have access to District proper Unless the User receives express written permission from the District.
he District has no responsibility for the supervision of participants who are minors unless the User receives express written notification to the contrary from the District
Vhat will be the approximate ratio of participants who are minors to adult upervisors?
minors for each adult supervisor.
Depending on the nature of the activity and the age of the minors, the District moet a minimum ratio of minors to adult supervisors.

- 6. 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, 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 immunity involve either of the following:
 - a. 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 and being used by a person for a recreational activity held pursuant to this Agreement.

b. The death of or injury to a spectator that occurs on the school grounds designated for use in this Agreement during the recreational activity.

In addition to the immunities from liability and the negation of specific legal duties as provided under Wis. Stat. § 895.523 and as summarized within this Section (above), the District, its school board, and all officers, employees and agents of the District also fully retain all other legally enforceable (1) immunities from liability; (2) limitations on liability and monetary judgments; and (3) rights to seek or claim indemnification.

7. 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 assumes all risk of personal injury, property damage, and/or death that is inherent in the particular recreational activity.

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 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.

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, 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.

- 8. <u>User Accepts all Responsibility for Notifying Participants of Participants' Assumption of Risk</u>. By this Agreement, 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 a recreational activity under this Agreement. 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.
- 9. <u>User's Liability</u>. Nothing in this Agreement 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 recreational activity pursuant to this Agreement; (2) as the organizer, sponsor or operator of any such recreational activity; or (3) as a participant in any such recreational activity. In connection with any recreational activity where there is at least one participant who is not also the User identified under this Agreement, 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.

In addition to abiding by the terms of this Agreement, the User is required to follow all District policies and rules involving use of its facilities and to complete the appropriate facility use request form: <u>Facility Rental Agreement Form.</u>

<u>For the District</u>		
Name and Title (Please Print)	Signature	 Date
0 0	firms by his/her signature that he/sh er and to obligate the User to the A	,
<u>For the User</u>		
Name and Position (Please Pri	int) Signature	