

RELEASE FROM LIABILITY, INDEMNITY AND HOLD HARMLESS AGREEMENT

**(To Be Completed and Accompany Each Application
For Community Use Of Liberty School District Facilities)**

The _____ (hereinafter referred to as "Entity") has made Application for Use of District Facilities in accordance with Liberty School District Board Policy KG "Community Use of District Facilities" and Administrative Procedures KG-AP(1). In consideration of the use of the District's facilities, the "Entity" on behalf of itself and all of its members, participants and guests hereby releases the Liberty Public School District No. 53, its agents and employees, from any and all liability for injuries or claims of liability for injuries which the Entity, its members, participants and guests might receive during the use of District Facilities by the Entity, its members, participants or guests, even if the injuries sustained or claimed are the result of the fault or negligence of the Liberty Public School District No. 53, its agents and employees. The Entity agrees to indemnify and hold harmless the Liberty Public School District No. 53, its agents and employees, from any such liability or claims of liability.

REPRESENTATIONS OF THE APPLICANT/ENTITY

1. The Applicant/Entity is a community group as defined by Board of Education Policy KG Community Use of District Facilities.
2. The Entity, its members and participants have read Board Policy KG Community Use of District Facilities and Administrative Procedure Community Use of District Facilities KG-AP(1) both of said policies being incorporated herein by reference and made a part of this Agreement.
3. The Applicant/Entity has general liability insurance in an amount equal to the current Sovereign Immunity Waiver Limits (for 2017 \$2,762,789.00 for all claims arising out of the single incident and \$414,418.00 for any one person in a single accident or occurrence) and shall name the Liberty Public School District No. 53, its agents and employees as additional insureds on said policy and provide to the District a Certificate of such insurance.
4. The individual whose signature appears below is authorized to sign and bind the Entity, its members and participants in the event or activity.
5. The Entity will provide adequate supervision and security for its members, participants and guests involved in the activity or event and further represents that supervisors have received adequate training.
6. If any participants in the activity or event are under the age of 18 years the entity shall obtain a Written Release, Indemnity and Hold Harmless Agreement (on a form acceptable to the District) from each minor's parents or legal guardians.

Prior to the approval of the Application For Community Use of District Facilities a completed Application and executed original of this Agreement must be filed with the Superintendent or his designee.

Date: _____
_____ Applicant/Entity

(Type or Print the name of the entity and the authorized individual signing)

Date: _____
_____ Liberty Public School District-Title