

**RELEASE FROM LIABILITY, INDEMNITY AND HOLD HARMLESS AGREEMENT**  
**(To Be Completed and Accompany Each Application**  
**For Community Use Of 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). 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 guest 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.

We are aware that COVID-19/Coronavirus ("disease") has been declared a worldwide pandemic by government officials and health experts. We are aware of the highly contagious nature of the disease and the risk that I may be exposed to or contract the disease by being on the premises and engaging in the activities provided by or sponsored by the Liberty Public School District (LPSD). We understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage. We acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including the LPSD. We understand that while LPSD has implemented measures to reduce the spread of the disease, LPSD cannot guarantee that we will not become infected with the disease while on the premises or participating in activities and that being on the premises and participating in activities may increase my risk of contracting the disease.

NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE DISEASE, WE ACKNOWLEDGE THAT WE ARE VOLUNTARILY ENTERING THE PREMISES OR ENGAGING IN ACTIVITIES WITH KNOWLEDGE OF THE RISKS AND DANGER INVOLVED. WE HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE, ARISING FROM MY BEING ON THE PREMISES OR ENGAGING IN ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE LPSD OR OTHERWISE.

Accordingly, we hereby expressly waive and release any and all claims, now known or hereafter known, against the LPSD, and its officers, directors, employees, agents, affiliates, successors, and assigns (collectively, "Releasee/Releasees"), on account of injury, illness, disability, death, or property damage arising out of or attributable to my being on the premises or engaging in activities, whether arising out of the negligence of the LPSD or any Releasees or otherwise. We covenant not to make or bring any such claim against the LPSD or any other Releasee, and forever release and discharge the LPSD and all other Releasees from liability under such claims.

We are familiar with federal, state, and local laws, orders, directives, and guidelines related to the disease, including the Centers for Disease Control and Prevention (CDC) guidance on the disease. We will follow all instructions of the LPSD while on the premises. We agree not to enter the premises if any member of our entity is experiencing symptoms of the disease such as cough, shortness of breath, fever, or any other symptom, or if any member has a confirmed or suspected case of the disease, or have come in contact in the last 14 days with a person who has been confirmed or suspected of having the disease.

#### **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 Entity has general liability insurance in an amount equal to the current Sovereign Immunity Waiver Limits (for 2020 \$2,905,664.00 for all claims arising out of the single incident and \$435,849.00 for any one person in a single accident or occurrence) and shall name the Liberty Public School District No. 53 as an additional insured 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 from each minor's parents or legal guardians.

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

**ALL MEMBERS OF OUR ENTITY, ITS PARTICIPANTS AND GUESTS HAVE BEEN MADE AWARE OF THE CONTENTS OF THIS AGREEMENT.**

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

\_\_\_\_\_  
Applicant/Entity  
(Type or Print the name  
of the entity and the  
authorized individual  
signing)

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

\_\_\_\_\_  
Liberty Public School  
District-Title