

**North Powder District 8J**  
**Facility Use Liability Release Form**

Name of User: \_\_\_\_\_

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

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

**Activity:** Use of Athletic Field/Playground for overnight vehicle parking and camping August 19-21, 2017.

**Indemnification:** In consideration for use of the North Powder School District property, User agrees to waive and discharge any and all claims against the District and release it from liability, up to and 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 agree 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 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 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 provide proof of insurance coverage for any vehicle being parked on school property.

**Property Damage:** User agrees to reimburse the District for damage to the Districts 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 alterations, addition, or improvement and restore the property to its original condition at Users' 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 Districts 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 Districts' 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 the User under this Agreement.

**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

**North Powder District 8J**  
**Facility Use Liability Release Form**

Page 2

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.

**Anti-Discrimination Policy:** User warrants that it does not discriminate on the basis of race, color, religion, national origin, sex, sexual orientations or any other protected status. The District's 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 standards pertaining to bloodborne pathogens and any necessary cleanup of blood or other body fluids.

**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. A copy of District's policies which apply specifically to this Activity are available on request. User understands and agrees that failure to adhere to District's policies may result in User's ineligibility to continue using District property.

**Modification:** No modification, amendment, or alterations to the terms of 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 the 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. No amendments may be made to this liability release or it will become null and void.

Signature of User: \_\_\_\_\_

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