

RECREATIONAL AGREEMENT (Use of School Facilities or Grounds)

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**APPLICATION MUST BE SIGNED & RETURNED
ONE (1) WEEK PRIOR TO USING THE FACILITY**

The School District of Waupaca [hereinafter the "District"] and [*identify user*] [hereinafter "User"] hereby enter into this recreational agreement (hereinafter the "Agreement").

User (insert Organizations name): _____

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 section 895.523 of the state statutes.

B. Conditions of Use

1. Place(s). 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):

- _____ Gymnasium
- _____ Theater
- _____ Cafeteria/Common Area
- _____ Playground/Athletic Fields
- _____ Room numbers (please list) _____
- _____ Other (please list) _____ (No weight room or gymnastic equipment may be used pursuant to this Agreement).

2. SPECIFIC ROOMS/AREAS REQUESTED: _____ (We may not be able to give you your first choice, but we will make every effort to secure an appropriate space.)

3. Time. The User shall be permitted to use the place(s) described in Part B.1 at the following 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."]:

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4. Recreational Activity or Activities. Describe the recreational activity or activities that will be held on school grounds pursuant to this Agreement:

Anticipated number to be accommodated: _____

5. Eligibility Requirement(s). Describe any eligibility requirements for participation in the activity or activities described in Part B.3 (e.g., "All participants must be in seventh grade and be members of the Blackacre Recreational Volleyball Club;" or "This activity is open to any adult who is on a team in the Midwest Softball League;" etc.):

6. Supervision.

- a. Will minors (age 17 or younger) be participating in the recreational activity or activities described in Part B.3? Check one: _____ Yes _____ No

If "No," skip 6, b and c.

- b. 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

If "No," the User cannot enter into this Agreement or have access to District property.

The 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.

- c. What will be the approximate ratio of participants who are minors to adult supervisors?

_____ minors for each adult supervisor.

Depending on the nature of the activity and the age of the minors, the District may set a minimum ratio of minors to adult supervisors.

7. 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:

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- 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 section 895.523 of the state statutes 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.

8. 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.

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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.

9. User Accepts all Responsibility for Notifying Participants of Participants' Assumption of Risk.

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.

10. User's Liability and Proof of Insurance.

- a. User Liability: 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.

b. User's Proof of Insurance:

A copy of the User's liability insurance policy must accompany this application form. The User must notify the District of any notice of cancellations or changes in the User's liability insurance coverage.

11. Recreational Agreement Fees and Charges: Recreational Agreement fees shall be charged to those individuals or groups/organizations in accordance with the above procedures and Board-approved fee schedule in Board Policy 830.

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12. Restrictions, Non-Transferability and Termination:

- a. The User agrees that District facilities are to be used only as designated on the Recreational Agreement Permit Application form. Any deviation of use will be considered a breach of contract and may result in denial of future use of District facilities.
- b. User shall ensure that no unauthorized third party will be permitted to use the facility or any portion thereof.
- c. User shall ensure that participants will not be restricted from participation for reasons of sex, race, religion, pregnancy, marital or parental status, sexual orientation, national origin, ancestry, creed, handicap, or physical, mental, emotional or learning disability.
- d. User shall ensure that the representative specified in the agreement is present at the scheduled event.
- e. User shall ensure that prior approval is received before signs, banners and pennants or similar items are erected, and that they do not deface school property. Any type of temporary signs or decorations should be approved by the District Administrator/designee.
- f. User shall ensure that the participants' vehicles will be properly parked. No motor driven vehicles will be permitted on school grounds at any time except for in parking areas. Parking is permitted only in designated areas. Recreational vehicles (including ATV vehicles, go-carts, or snowmobiles) on school property is prohibited.
- g. Any form of golfing or using golf equipment is not permitted on school grounds. The use of roller skates, rollerblades, or skateboards is prohibited while the school building is open and/or activities or meetings are being held in the building. The use of ramps in conjunction with the above is prohibited at all times.
- h. User shall ensure that participants are in only the requested area.
- i. When the school gymnasium is to be used for physical activities, only persons with approved rubber soled shoes are allowed on the gym floor. Failure to comply with this stipulation could obligate the user to pay all costs incurred for returning the floor condition to its proper state.
- j. Furniture or fixtures may be moved only with the permission of the building principal or District Administrator.
- k. Food and beverage only in areas where allowed and only having received written permission.
- l. User shall ensure activities are orderly and lawful.
- m. User shall ensure that the use of alcohol/tobacco products is not allowed in the building or on the grounds. Use and/or possession of opened or unopened alcoholic beverages, any type of intoxicants, illegal drugs, drug paraphernalia, or tobacco products is not permitted in or on school grounds.
- n. User shall ensure that animals are not permitted inside the school building, with the exception of those animals used to aid the disabled or specified in the agreement. All pets on school grounds, outside of school buildings which is prohibited except as provided for above, must be on a leash and all village ordinances related to clean up after pets will apply. No horseback riding is permitted on school grounds.
- o. User shall leave the building neat and orderly. All litter including paper, glass, and cans shall be deposited in receptacles provided for that purpose.

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- p. Use of loudspeakers or amplifying equipment is not permitted unless authorized by the District Administrator/designee.
- q. No fires are permitted except as authorized by the District Administrator/designee and then by permit from the Waupaca Fire Department.
- r. No person shall cause damage to trees, flowers, shrubs, fences, or equipment. Any known damage will be billed to the individual(s) for compensation to the school district.
- s. Other Stipulations as established by the District Administrator.
- t. No District Recreational Agreement is transferable to another party. The User agrees to pay in full, all fees or costs associated with rental of District facilities upon receipt of an invoice from the District. Failure to pay Recreational Agreement fees or reimburse the District for costs/damages will result in automatic denial of future Recreational Agreement requests until the delinquent fee balance is fully paid. The District reserves the right to require a fee deposit OR the estimated Recreational Agreement fee to be prepaid. The District reserves the right to deny any Recreational Agreement application or terminate any Recreational Agreement at any time with or without cause. In the event of such denial or termination, there shall be no claim or right to damages or reimbursement on account of any loss, damage or expense incurred.

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 Recreational Agreement request form.

For the District

Name and Title (Please Print)

Signature

Date

The individual signing below affirms by his/her signature that he/she has authority to sign this Agreement on behalf of the User and to obligate the User to the Agreement's terms and conditions.

For the User

Name and Position (Please Print)

Signature

Date

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Fee Amount

Anticipated Fee Amount for Facility Usage: _____

Anticipated Custodial Amount for Facility Usage: _____

**Note: fees may be adjusted by District Central Office if site calculation is deemed inaccurate. The User will be notified by District Central Office of any fee changes. If facility charges change upward, the User will not be obligated to this agreement.*

Adoption Date: 12/13/2016

Revised:

Reviewed: