

Community Use of School Facilities

BUHL JOINT SCHOOL DISTRICT NO. 412

**BUILDINGS AND FACILITIES WAIVER
OF LIABILITY AND INDEMNITY AGREEMENT**

****READ THIS DOCUMENT CAREFULLY – BY SIGNING THIS AGREEMENT, YOU GIVE UP CERTAIN RIGHTS AND ASSUME CERTAIN RESPONSIBILITIES.***

I, _____, an agent, officer, or representative, acting for
and on behalf of _____

For and in consideration of the use of the facilities of Buhl School District No. 412 located at

_____ (building or facility) do by this document agree, on behalf of
myself and the organization which I represent, to defend, indemnify and hold harmless the Buhl
School District, its Board of Trustees as well as any employee, officer, servant, or agent of the
Buhl School District, including elected or appointed officials, and persons acting on behalf of the
Buhl School District in any official capacity, temporarily or permanently in the service of the
Buhl School District, whether with or without compensation, from any and all manner of action
or actions, cause or causes of action, suits, injuries, or any other claim or demands arising out of
the use of any facility of the Buhl School District.

THE UNDERSIGNED FURTHER AGREES:

1. To defend, indemnify and hold harmless the Buhl School District, its agents, employees
and assigns from all manner, action or actions, cause or causes of action, suits, injuries or
any other claims or demands that may arise from any act or omission by an employee,
agent, representative or any person acting for or on behalf of Buhl School District
concerning any claim, cause of action, suit, injury or demand arising out of the
organization's use of the facilities of the Buhl School District.

2. Neither the undersigned or the organization it represents shall be entitled to contribution or indemnification, or reimbursement for legal fees and/or expenses from the Buhl School District for any action, cause, suit, claims or demands brought against the organization arising out of the use of the facilities of Buhl School District.
3. To immediately notify Buhl School District of any conduct or circumstances which bring about an injury to persons or tangible property describing the injury or damage to tangible property, stating the time and place the injury or damage which occurred, and stating the names of all persons involved.
4. To reimburse the Buhl School District for any damages or losses caused by the organization or any individual use of the school facilities, and agrees to promptly pay for said damages.
5. To obtain an individual waiver of liability from each participant in any program that involves the use of any facility of the Buhl School District if said waiver of liability is required by the Buhl School District. If the participant is a student or minor the signature of their parent/guardian shall be required. Any failure to obtain such documentation and/or deficiency in the form/language or signature obtained shall be the sole responsibility of the Undersigned and the District, its agents, and employees, shall bear no liability associated with any third party use of the District's facilities.
6. In the event the Buhl School District shall be required to initiate legal action to enforce any and all terms of this agreement, the undersigned, on behalf of its organization agrees to reimburse the Buhl School District for all legal expenses and costs reasonably incurred.
7. This agreement is subject to Buhl School District policy and may not be changed orally, but only by an agreement in writing and signed by both parties.
8. This agreement shall be governed by the laws of the State of Idaho.
9. In the event any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this agreement.

This agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties to this agreement.

Dated this _____ day of _____, 20____
At _____, Idaho.

School Official Representing
Buhl School District

Signature of Person Responsible

Organization