

RECREATIONAL AGREEMENT FORM (Use of District Facilities)

Policy 7510

Twin Lakes #4 School District

Page 1 of 4

The Twin Lakes School District [hereinafter the "District"] and user hereby enter into this recreational agreement (hereinafter the "Agreement"). The district administrator shall act on behalf of the Twin Lakes School District in the execution of this agreement.

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 defined in policy 7510 along with Wisconsin State Statutes section 895.523.

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):

a. Lakewood Elementary School

- _____ Gymnasium
- _____ Cafeteria
- _____ Playground
- _____ Room numbers (please list) _____
- _____ Other (please list) _____ (No gymnastic equipment may be used pursuant to this Agreement).

2. 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."]:

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

4. 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 Kickball League;" etc.):

RECREATIONAL AGREEMENT FORM (Use of District Facilities)

Twin Lakes #4 School District

Policy 7510

Page 2 of 4

5. 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 to Part B.6.

- 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 unless the User receives express written permission from the District.

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.

6. 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:

- 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.

7. 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,

RECREATIONAL AGREEMENT FORM

(Use of District Facilities)

Policy 7510

Twin Lakes #4 School District

Page 3 of 4

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.

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.

8. 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.
9. User's 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

RECREATIONAL AGREEMENT FORM (Use of District Facilities)

Policy 7510

Twin Lakes #4 School District

Page 4 of 4

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.

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 facility use request form: Recreational Agreement Form

***User shall ensure that the District Administrator or designee grants prior approval before any signs, banners, pennants or similar items are erected, and that they do not deface school property. All such signage, decorations, etc. must be temporary in nature and easily removable.**

***Access to school facilities shall be strictly limited to the areas specified in this agreement. Violation of the terms set forth shall immediately terminate this recreational agreement.**

***Outside of school personnel and local authorities for emergency purposes, no one shall have access to the building without having entered into this agreement.**

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. The user or individual completing this request **must** be 18 years of age or older.

Name and Position (Please Print)

Signature

Date

For the District

Approver Name and Title (Please Print)

Signature

Date

Cross References:

Policy Adoption: June 10, 2019

Recreational Agreement Updated: February 15, 2021