

USE OF SCHOOL FACILITIES WAIVER AND RELEASE

The McIntosh School District grants the use of the school facilities to residents of the District and guests of District residents for occasional use which the District considers advisable as a community service, and at which times the District may allow for such use. The activities within the facility are NOT under the direct or indirect supervision of the District, its administration, or employees. All persons using the facilities during such times are responsible for providing their own supervision during the activities.

(1) All persons requesting use of the facility pursuant to District policy shall sign this document before participation of any activity. A parent or legal guardian shall sign the form on behalf of his/her child under the age of 18 who will be using the facility, and the parent or guardian, NOT the District or its employees, shall be responsible for the supervision of the child when using the facilities.

(2) The District is not responsible for the training or supervision of persons using any type of equipment that require facility usage and the proper use of equipment when that equipment is being used.

(3) Pursuant to SDCL 13-24-20, any person using the facility when available for public use shall be responsible for any and all damages that may be caused by such use, and the District shall not be liable for any suit for damages which might arise out of that use. The person signing this document assumes exclusive responsibility and liability for any injury to persons, damage to school facilities or school property that may result from his/her use, that he/she waives any and all right to assert any and all claims, demands, losses, injuries, or damages to persons or property which may be sustained by use. All persons using the facility agree to hold harmless McIntosh School District from all claims and expenses, including attorney fees, arising out of the use.

(4) The Superintendent of Schools may prohibit the use of the facilities by any person if legitimate reasons are reported. These reasons include, but are not limited to: disrespect of school property, damage to the facility, disrespect towards school employees or other people, or failure to follow the applicable policies, rules, and regulations of the District.

ALL USERS OF THE FACILITY, PRIOR TO USE, MUST READ AND SIGN THIS DOCUMENT.
PARENTS/GUARDIANS SHALL READ AND SIGN ON BEHALF OF CHILDREN UNDER THE AGE OF 18.

I have read the above waiver and release and wish to have access to the District's facilities. I understand that the District will not be providing training in the use of the equipment or supervision during my use of the facilities. I understand that I am responsible for all damage and injuries related to my use of the facility. I understand that the District, the Board of Education, and District Employees are not liable for any suit for damages arising out of my use of the facilities. I knowingly, voluntarily, and willingly hereby waive any and all right I may have to seek damages from the District, the Board of Education, and District Employees. I agree to indemnify the District for any costs incurred by the District arising out of my use of the facilities.

Date Signature Printed Name

If a parent/guardian is signing the document on behalf of a child under the age of 18, the name(s) of the child(ren) are:

Received on _____

Received by _____ (Position) _____