

DODGELAND SCHOOL DISTRICT

830 – Exhibit 2

RECREATIONAL USE OF FACILITIES - APPLICATION/AGREEMENT

This form must be completed by non-school organizations, groups or individuals requesting use of school facilities for recreational activities, and be returned to the District Office located at 401 S. Western Ave., Juneau, WI 53039.

“Recreational activities” are defined as any indoor or outdoor physical activity, sport, team sport, or game, whether organized or unorganized undertaken for the purpose of exercise, relaxation, diversion, education or pleasure, including practice or instruction in any such activity. This form should not be used to request use of gymnastics equipment or weight training facilities.

If the facility use is approved, this form will constitute the written recreational agreement governing the facility use.

Sponsoring Organization/Requesting Individual: _____ Date: _____

Contact Person: _____ Phone # (H) _____ (W) _____

Address: _____
Street City State Zip

School District Resident: Yes No

Date(s) Requested: _____

Times Needed: (Includes set up & take down - please be specific)
From: _____ a.m. / p.m. To: _____ a.m. / p.m.

- Space/Room(s) Needed: High School Gym Commons/Cafeteria
 Middle School Gym Kitchen
 Elementary Gym Concession Stand
 Locker Rooms Media Center
 Athletic Field (specify) Meeting Room # _____
 Fitness Center Classroom(s) # _____
 Other (specify) _____

Additional Equipment Needed: Tables, Overhead, Field Prep, etc. _____

Additional Custodial Services Requested: Yes No Explain: _____

Food Services Requested: Yes No Explain: _____

Purpose of Use (describe the recreational activity): _____

Eligibility Requirements for Participation in the Activity (explain fully): _____

Supervision: User organizations, groups or individuals are responsible for supervising/controlling event participants and spectators and for providing adequate adults to monitor facility use and to provide building security during and after scheduled use. Custodians provide limited additional building security. Normal custodial hours are Monday through Friday from 6:00 a.m. to 10:00 p.m. during the school year.

- How many people are expected to participate in the recreational activity? _____
- Will minors (age 17 or younger) be participating in the recreational activity? Yes No

Estimated # of Youth Participants _____

- Will the user provide adult supervision to minors at all times when they are on school grounds pursuant to this facility use request/agreement? Yes No

If “No,” the user cannot enter into this facility use request/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.

- 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.

Certificate of Insurance is on file with the District Office: Yes No
(Please attach Certificate of Insurance to this form if not previously turned in.)

Facility Use Fee: Yes No *If yes, facility use fee will be charged according to the attached fee schedule.*

Conditions for Use. All facility users must abide by all policies, rules and regulations of the Dodgeland School District, including Board of Education Policy 830 and 830-Rule regarding facility use, when requesting and using school facilities. A few points of emphasis are outlined below:

- Users are expected to provide for the proper care of school facilities. Failure to properly care for facilities will result in denial of future requests for use. Users will be held financially responsible for damage to school facilities and property, including damages created by any member, guest or invitee of the user while using school district property.
- Tobacco, alcohol and illegal controlled substances are prohibited on any school property.
- Firearms or other weapons of any type, concealed or unconcealed, are prohibited on District property. The only exceptions are law enforcement officers on or off duty and where state law prohibits a school district from restricting an individual’s right to possess a firearm or other weapon on District property.

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 facility use request/agreement, the District, the 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 Board knew, which occurs on the school grounds

designated for use in this facility use request/agreement and being used by a person for a recreational activity held pursuant to this facility use request/agreement.

- b. The death of or injury to a spectator that occurs on the school grounds designated for use in this facility use request/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, the Dodgeland School District, the 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.

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 facility use request/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 facility use request/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 facility use request/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.

User Accepts all Responsibility for Notifying Participants of Participants' Assumption of Risk. By this facility use request/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 facility use request/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.

