

**Section 1000: Community/Educational Agency Relations**  
**Use of District Facilities and Equipment**  
**Hold Harmless and Indemnity Agreement**

**File: 1006.01 – R2**

**HOLD HARMLESS AND INDEMNITY AGREEMENT**

This AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_ in their own right and on behalf of their minor children, hereinafter called USERS, and the Holt County School District No. 7 of O'Neill, Nebraska, hereinafter called the SCHOOL DISTRICT, whereby USERS shall be permitted to use certain facilities and properties belonging to the SCHOOL DISTRICT under the following terms and conditions:

1. In consideration of being permitted to use the facilities, set forth below, the undersigned individually and for the organization represented, referred to as USERS agree as follows:
  - A. To inspect the premises thoroughly and assure themselves that the facilities are properly designed and maintained for their intended use. USERS further agree that they will not use the facilities for any purpose whatsoever until said inspection is made. If, in the course of their inspection, USERS discover any defects in the facilities or any condition which would render the use of said facilities by USERS as unsafe, they shall immediately advise the principal of the school in which the facilities are being used or the superintendent of schools of the conditions and not use the facilities until the unsafe or defective conditions are eliminated. The correction and elimination of any unsafe conditions affecting USERS proposed use of the premises shall be discretionary with the SCHOOL DISTRICT and nothing contained herein, shall be construed to impose any duty on the part of the SCHOOL DISTRICT to incur any expense or cost to make the facilities fit for USERS intended use. Any use of the facilities by the USERS shall constitute an acknowledgement that they have inspected the premises and that they find and accept the same as being safe and reasonable suited for the purpose of their use.
  - B. To hold harmless and indemnify the SCHOOL DISTRICT from any loss, cost, expense, damage, or injury arising from the use of the facilities by the USERS.
  - C. To release, waive, discharge, and covenant not to sue the SCHOOL DISTRICT, the individual members of the Board of Education, and any school officials or employees, all for the purposes of being referred to as "releases," from all liability to the undersigned and those on their behalf, their personal representatives, assigns, heirs, and next of kin for any and all loss or damage and any claim or demands therefore on account of injury to the person or property or resulting in the death of the undersigned and those on their behalf, whether caused by the negligence of the lessees or otherwise while USERS are in or upon the premises owned by the SCHOOL DISTRICT.
  - D. To assume all risks arising from conditions related to the use of the facilities by the USERS.

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2. The facilities shall be used only by the following people:

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The USERS shall not permit any other person to make any use of the facility during such time that the USERS are engaged in the use thereof.

3. The undersigned shall only use the \_\_\_\_\_  
for the purpose of \_\_\_\_\_.

The undersigned shall be responsible for the supervision of those people set forth in Paragraph 2 above and shall prevent them from entering and using any other part of the facility described herein.

4. The USERS agree to follow and enforce all guidelines, regulations, and policies of the SCHOOL DISTRICT relating to use of school facilities which are presently in force and may be amended from time to time in the future. A copy of the present guidelines and policies are attached to this agreement and fully incorporated herein.

EACH OF THE UNDERSIGNED, EXPRESSLY ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT AND UNDERSTAND THEIR RIGHTS.

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