

WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK

_____ (“Renter”) acknowledges that Renter is unable to provide a certificate of liability insurance required under the Building Rental Policy and Procedures of Idaho Falls School District No. 91 (“District”), and as a result, Renter and its principals agree to be personally responsible for and indemnify and hold harmless District, its agents, employees and assigns from all manner, action or actions, cause or causes, or actions, suits, injuries or any other claims or demands that may arise from any act of any kind or nature by employee, agent or representative or any person acting for or on behalf of the District concerning any claim, cause of action, suit, injury or damage arising out of renter’s use of the District facilities that are the subject matter of the rental agreement between Renter and the District. In addition, each of the principals, officers or directors of Renter agree to obtain the signature of every individual using the District’s facilities as part of the rental of such facilities by renter. In the event that participants who utilize the facilities but have failed to execute this Waiver and Release of Liability and Assumption of Risk, Renter’s principals, officers and directors agree to be personally responsible for any and all injuries of any kind or nature incurred by the non-signing participant and further agree to be responsible for any and all damages, of any kind or nature, incurred by the District that relate to the actions or omissions of any non-signing participant.

To be completed and signed by every individual using any District No. 91 Facility for a non-school related activity if the organization using the facility does not produce a certificate of liability insurance for the District.

Disclaimer: DISTRICT #91 IS NOT RESPONSIBLE FOR ANY INJURY, INCLUDING DEATH, OR LOSS OF PROPERTY TO ANY PERSON SUFFERED WHILE ON THE PREMISES OR PARTICIPATING IN THE USE OF ANY OF ITS FACILITIES FOR ANY REASON INCLUDING BUT NOT LIMITED TO THE UTILIZATION OF ANY EQUIPMENT OR THE PLAYING, PRACTICING OR SPECTATING OF ANY ACTIVITY OCCURRING IN OR ABOUT ANY DISTRICT PREMISES.

In consideration of the group participating in and the use of District No. 91 facilities, I hereby release and covenant not to sue District No. 91, its Board members, superintendents, directors, officers, employees, representatives, agents and lessees from any and all present and future claims resulting from ordinary negligence and inherent risk of use of the facilities and equipment of District No. 91, including but not limited to any loss, injury, damage, or liability sustained while on or about any premises of District No. 91.

I am fully aware and understand that District No. 91 does not have on or about the premises, or employ, or contract with any medical services, provisions for ordinary or emergency medical service, including but not limited to emergency cardiovascular assistance. Furthermore, I am

aware that District No. 91 does not provide instruction or supervision of the facilities or equipment while I am using the same without an expressed arrangement to do so in writing.

I agree that immediately prior to participating in any activity occurring in or about District No. 91 facilities, I will inspect the facilities and equipment to be used and if any defect is apparent, I will not use the facility or equipment and I will notify the management of District No. 91 of the defect.

I further agree that if I am not knowledgeable in the proper use of any District No. 91 facilities or equipment, I will obtain proper instruction for the correct use of such facility or equipment from a qualified individual before I will use the facility or equipment or I will insure that a qualified District No. 91 employee is on site while using the facility or equipment.

I further agree to indemnify and hold harmless District No. 91, its Board members, superintendents, officers, employees, representatives, agents, and lessees for any and all claims arising from my involvement in activities incidental thereto wherever, whenever, and however the claims may arise, including but not limited to travel to and from District No. 91 or related activity site and participation at remote sites.

I assume all of the foregoing risk and accept personal responsibility for any damages following any loss of property, injury, permanent disability or death resulting therefrom.

RENTER

By: Its Principals

