

## HOLD HARMLESS AGREEMENT

Whereas West Des Moines Community School District hereafter referred to as District  
Whereas \_\_\_\_\_ hereafter referred to as User  
Whereas User includes not only the undersigned but all members of its "group"  
Whereas User desires to use facility of the District  
Whereas District has previously passed policies governing such use,

### IT IS THEREFORE AGREED

A User of the facility agrees to hold the District harmless from all claims arising from Users use, conduct or management of the facility, grounds or contents, including damage or theft to property, when such claims arise out of the acts or omissions of User. User further agrees to hold the District harmless from all costs, attorneys' fees, expenses and liabilities incurred in connection with such claims.

The User, represented by the undersigned, agrees to observe all existing Board policies and "Community Education Facility Use Guidelines", copies of which are the responsibility of the User to acquire. The User acknowledges the District's right to revoke the further use of any assigned facility from the User without notice to the User. The User may not transfer, misrepresent or abuse scheduling requests without written consent of the District.

Signature below indicates a guarantee by the signee that all users have been informed of and agree to the above, and to comply with the rules of usage as described in the "Community Education Facility Use Guidelines" and the "Community Education Group Representative Responsibility".

Please read and initial the following:

\_\_\_\_\_ I have read and agree to the Hold Harmless Agreement as it appears above.

\_\_\_\_\_ I understand the User group is responsible to provide proof of liability insurance and that the West Des Moines Community School District's insurance does not cover this User.

\_\_\_\_\_ I understand that a signed copy of this agreement and a signed copy of the permit must be returned to the Community Education office 48 hours prior to the User group's first use of facilities.

\_\_\_\_\_ I understand school district or district-related activities have facility use priority. I understand the User group's permitted use can be canceled by district activities.

\_\_\_\_\_  
Signature of User Group Representative

\_\_\_\_\_  
Date

PLEASE KEEP THE TOP COPY OF THIS AGREEMENT AND RETURN THE BOTTOM COPY TO THE COMMUNITY EDUCATION OFFICE, address listed below.

Revised December 1996, April 1999