

APPLICATION - USE OF SCHOOL FACILITIES

**Location:**

- Lawrenceburg Primary School - 400 Tiger Blvd.
- Central Elementary School - 500 Short Street.
- Greendale Middle School - 200 Tiger Blvd.
- Lawrenceburg High School - 100 Tiger Blvd.
- Administration Office - 300 Tiger Blvd.

Other, please specify \_\_\_\_\_

**Type of Facility:**

- |  |  |
|--|--|
| <input type="checkbox"/> Athletic Facility | <input type="checkbox"/> Kitchen       |
| <input type="checkbox"/> Cafeteria         | <input type="checkbox"/> Swimming Pool |
| <input type="checkbox"/> Classroom(s)      | <input type="checkbox"/> Gymnasium     |
| <input type="checkbox"/> Home Ec Room      | <input type="checkbox"/> Auditorium    |

Other, please specify \_\_\_\_\_

Date(s) of Facility Use: \_\_\_\_\_

Time: From \_\_\_\_\_ To \_\_\_\_\_

Nature of Facility Use: \_\_\_\_\_

Price of Admission: \_\_\_\_\_ Sale of Articles/Concessions:  Yes  No

Anticipated Use of Proceeds: \_\_\_\_\_

Does your group have liability insurance?  Yes  No

If yes, company name and policy # \_\_\_\_\_

Signature below indicates that applicant has been furnished a copy of Policy 7510 Use of School Facilities Policy and agrees to the policy.

Applicant's Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Address of Organization: \_\_\_\_\_

Telephone Number of Organization: \_\_\_\_\_

Address of Applicant: \_\_\_\_\_

Telephone Number of Applicant: \_\_\_\_\_

Approval of Activities Director: \_\_\_\_\_ Date: \_\_\_\_\_

Special Instructions to Applicant: \_\_\_\_\_

Please send a completed copy to the administration office.

ESTIMATED BILLING STATEMENT FOR  
LAWRENCEBURG COMMUNITY SCHOOL CORPORATION  
FACILITIES USE

Organization/agency name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Facilities to be used: \_\_\_\_\_

On (date): \_\_\_\_\_

For the following purpose: \_\_\_\_\_

Rental fee: \_\_\_\_\_ See fee schedule.

**WARNING**

**Under Indiana law, a school is not liable for an injury to, or the death of, a participant in physical fitness activities at this location if the death or injury results from the inherent risks of the physical fitness activity.**

**Inherent risks of physical fitness activities include risks of injury inherent in exercise, the nature of a sport, the use of exercise equipment, or the use of a facility provided by a school. Inherent risks also include the potential that you may act in a negligent manner that may contribute to your injury or death, or that other participants may act in a manner that may result in injury or death to you.**

**You are assuming the risk of participating in this physical fitness activity.**

Your use of these LCSC facilities requires the additional employment of custodial assistance for \_\_\_\_\_ hours at their current rate of salary (\_\_\_\_\_ per hour) and/or cafeteria personnel for \_\_\_\_\_ hours at their current rate of salary (\_\_\_\_\_ per hour) and/or auditorium director for \_\_\_\_\_ hours at their current rate of salary (\_\_\_\_\_ per hour).

Total Estimated Cost: \_\_\_\_\_

I/we hereby agree to pay for the rental fee, custodial, cafeteria and/or auditorium director services at the rates listed above. I/we also agree to pay for any additional time that may arise beyond the estimated amount.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Building Administrator

\_\_\_\_\_  
Superintendent

Waiver of fees Yes \_\_\_ No \_\_\_

(Fees may only be waived with Superintendent's signature.)

Please submit a check in the amount of \$ \_\_\_\_\_ made payable to Lawrenceburg Community Schools. Mail the check to:

Lawrenceburg Community Schools  
300 Tiger Blvd.  
Lawrenceburg, IN 47025  
Attn: Pam Taylor

For Information call (812) 537-7202

**ACKNOWLEDGEMENT & ASSUMPTION OF RISK, RELEASE OF LIABILITY,  
INDEMNIFICATION & HOLD HARMLESS AGREEMENT**

**EVENT:**

Location of School Owned Premises Used or Occupied  
Lawrenceburg Community School Corporation, et al, Lawrenceburg, Indiana

**FOR AND IN CONSIDERATION** of permission to observe, engage and/or participate in the activities (hereinafter **Event**), as referred to above, and/or being permitted to enter any properties and/or premises areas (collectively known as **Event Site**), which is/are owned and/or controlled by **Lawrenceburg Community School Corporation** and/or any of its affiliated **School Building Corporation(s)**, I/we hereby knowingly and willingly agree to fully, and forever, release, discharge, indemnify, hold harmless and/or defend **Lawrenceburg Community School Corporation**, including its affiliated **School Building Corporation(s)**, Board of School Trustees, school officers, administrators, teachers, directors, instructors, employees, agents, insurers, representatives, and/or volunteers (hereinafter **Releasees**) from and against any and all liability for any claims, demands, causes of action, losses of any kind or nature arising out of any incident giving rise to any injury, including death, which I/we might sustain and any theft, unexplained disappearance or damage which I/we might incur to any of my/our property or possessions, whether caused, or alleged to have been caused, in whole or in part, by a party indemnified and/or held harmless hereunder. Further, this **Acknowledgement & Assumption of Risk, Release of Liability, Indemnification & Hold Harmless Agreement** is intended to, and shall, include and bind myself/ourselves including, without limitation, my spouse, family members, including minor children accompanying me/us, and my/our heirs, successors, assigns, executors, administrators and personal representatives. I/we knowingly and willingly agree:

01. I/We know, and understand, the nature of the **Event** and my/our experience and capabilities, and believe that I am/we are qualified to participate in the **Event**. I/We will inspect the premises, facilities, and/or equipment to be used, or with which I/we may come in contact. If I/we believe anything is unsafe, I/we will cease, and/or refuse, to participate further in the **Event** and immediately leave the **Event Site**.
02. I/We acknowledge and agree, that by engaging in the **Event**, all laws, ordinances, public safety guidelines and **Event Rules and Directions** (including common sense) will be observed - at all times - or I/we will be subject to disqualification and may be directed to cease all participation therein by the **Event Organizers**, or school representatives and leave the **Event Site**, all, at their sole discretion.
03. I/We fully understand and agree that:
  - A. there are risks that may be caused by my/our own actions, or inactions, the actions or inactions of others participating in the **Event**, the rules of the **Event**, the condition and layout of the **Property** and premises, in general, and any equipment (fixed or mobile), or the negligence, alleged or otherwise, of the **Releasees**, named and/or referenced herein;
  - B. there may be other risks not presently known to me/us or that are not readily or reasonably foreseeable at this time;
  - C. the social and economic losses and/or damages that could result from these referenced risks could be severe and could permanently, and negatively, impact and change my/our life and future;
  - D. the **Releasees** have acknowledged to me/us that they have no direct, nor constructive knowledge of any dangerous conditions in/or related to the **Event** and the properties and/or premises to be utilized for this **Event**, and we understand and agree, the **Releasees** are under no continuing, affirmative obligation to further inspect the properties and/or premises.
04. I/We hereby acknowledge your consent to entry into **Lawrenceburg Community School Corporation** and/or any of its affiliated **School Building Corporation(s)**, properties and premises, and I/we hereby accept and assume all such risks, known and unknown, and assume all responsibility for any and all losses, costs, and/or damages following any such injury, including disability, paralysis, or death, even if caused, in whole or in part, by the negligence of the **Releasees** named and/or referenced herein.
05. I/We hereby knowingly and willingly release and discharge from any and all claims and liabilities, and covenant not to sue **Lawrenceburg Community School Corporation** and/or any of its affiliated **School Building Corporation(s)**, its Board of School Trustees, school officers, administrators, teachers, directors, instructors, employees, agents, insurers, representatives and/or volunteers who may, or may not, give recommendations, directions, or instructions or engage in risk evaluation activities, regarding the premises or **Event**, and each of them, for all purposes herein referred to as **Releasees**, from any liability to me/us and my/our spouse(s), personal representatives, assigns, heirs, and next of kin, for any and all claims, demands, causes of action, losses of any kind or nature, costs or damages on account of any injury, including, but not limited to, death or theft, or damage to property, caused or alleged to have been caused, in whole or in part, by the negligence or the **Releasees** or otherwise.
06. If, despite this **Agreement**, I/we, or anyone on my/our behalf including my spouse, children and/or guests, makes a claim(s) against any of the **Releasees**, named and/or referenced herein, I/we agree to knowingly and willingly indemnify, hold harmless and defend the **Releasees** from any and all expenses, attorney fees, loss, liability, damage, or costs they may incur due, in any form or fashion, to the claim or demand made against the **Releasees** as named and/or referenced herein, whether the claim is, in whole or in part, based on the negligence of the **Releasees**, as may be alleged or otherwise.
07. I/We knowingly and willingly, and with full understanding, sign this **Agreement** on my/our behalf including my/our spouse(s), family members, minor children, guests, heirs, successors, assigns, executors, administrators and/or personal representatives.

**WARNING:** Under Indiana law, a school is not liable for an injury to, or the death of, a participant in physical fitness activities, at this location, if the death or injury results from inherent risks of the physical fitness activity. Inherent risks of physical fitness activities include risks of injury inherent in exercise, the nature of the sport, the use of exercise equipment, or the use of a facility provided by a school. Inherent risks also include the potential that you may act in a negligent manner that may contribute to your injury or death, or that other participants may act in a manner that may result in injury or death to you.

You are assuming the risk of participating in this physical activity.

I/WE HAVE READ THIS ACKNOWLEDGEMENT & ASSUMPTION OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION & HOLD HARMLESS AGREEMENT, INCLUDING THE INDIANA STATUTORY "WARNING," UNDERSTANDING THAT BY SIGNING IT, I/WE GIVE UP SUBSTANTIAL RIGHTS I/WE MIGHT OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEE(S)' FAULT, OR OTHERWISE, AND I/WE SIGN IT KNOWINGLY & WILLINGLY AND WITHOUT INFLUENCE AND/OR INDUCEMENT.

_____ Signature of Participant/Releasor	_____ Printed Name	_____ Date
_____ Signature of Participant/Releasor	_____ Printed Name	_____ Date
_____ Signature of Participant/Releasor	_____ Printed Name	_____ Date
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_____ Signature of Participant/Releasor	_____ Printed Name	_____ Date
_____ Signature of Participant/Releasor	_____ Printed Name	_____ Date
_____ Signature of Participant/Releasor	_____ Printed Name	_____ Date

1/24/13  
10/13  
3/6/14

## USE OF SCHOOL FACILITIES

The School Board believes that the school facilities of this District should be made available for community purposes, provided that such use does not infringe on the original and necessary purpose of the property or interfere with the educational program of the schools and is harmonious with the purposes of this District.

The use of District grounds and facilities shall not be granted for any purpose which is prohibited by law.

Should all or any part of the District's community be struck by a disaster, the Board shall make District grounds and/or facilities available, at no charge, for the housing, feeding, and care of victims or potential victims when requested by local, State, or Federal authorities. The Superintendent should meet with the Director of Emergency Management Agency to establish a disaster preparedness plan in order to ensure that proper procedures are established to minimize confusion, inefficiency, and disruption of the educational program.

The Superintendent shall develop administrative guidelines for the granting of permission to use District facilities including a schedule of fees. Such guidelines are to include the following:

- A. Each user shall present evidence of the purchase of organizational liability insurance to the limit prescribed by District guidelines.
- B. Use of school equipment in conjunction with the use of school facilities must be requested specifically in writing, and may be granted by the procedure by which permission to use facilities is granted. The users of school equipment must accept liability for any damage or loss to such equipment that occurs while it is in their use. Where guidelines so specify, no item of equipment may be used except by a qualified operator.
- C. Users shall be liable financially for damage to the facilities.

No liability shall attach to this District, any employee, officer, or member of this District specifically as a consequence of permitting access to these facilities.

# policy

**BOARD OF SCHOOL TRUSTEES  
LAWRENCEBURG COMMUNITY  
SCHOOL CORPORATION**

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If the applicant should breach any obligation under the terms and conditions of this policy or administrative guidelines, and it becomes necessary for the Lawrenceburg Community School Corporation to employ an attorney to enforce or defend their rights or remedies hereunder, the applicant agrees to pay any reasonable attorney fees incurred by the Lawrenceburg Community School Corporation in such connection.

I.C. 20-26-5-1, 20-26-5-4, 20-26-8-1  
511 IAC 6-2-1(b)(5)

# policy

**BOARD OF SCHOOL TRUSTEES  
LAWRENCEBURG COMMUNITY  
SCHOOL CORPORATION**

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## USE OF CORPORATION PHYSICAL FITNESS FACILITIES

In addition to the use of the Corporation's physical fitness facilities by students and staff, the Board authorizes use of these facilities by community participants other than students and staff subject to the requirements of this policy.

For purposes of this policy:

- A. "Corporation physical fitness facilities" means Corporation property, Corporation equipment, or a Corporation facility used by a community participant to participate in a physical fitness activity.
- B. "Community participant" means a resident of the community served by the Corporation and/or a person who uses one or more Corporation physical fitness facilities. Excluded from this definition and therefore this policy are students participating in an activity as part of an official school function, and current employees who use one or more Corporation physical fitness facilities in the course of their employment by the Board.
- C. "Inherent risk of injury in a physical fitness activity" means a condition, danger, or hazard that is an integral part of a physical fitness activity, the use of exercise equipment, or the use of a facility provided by the Corporation as determined by a reasonable person considering the nature of the activity, equipment, or facility. The term includes the negligent acts of a community participant that may contribute to injury to the community participant or others, including failing to follow instructions; failing to exercise reasonable caution while engaging in an activity; or failing to obey written warnings or postings.

Community participants may use the Corporation fitness physical facilities at times and in a manner approved by the Superintendent.

Community participants shall pay the sum per the use of Corporation Facilities AG 7510A as a condition for the use of Corporation physical fitness facilities.



As an additional condition for the use of Corporation physical fitness facilities, a community participant and the parent/guardian of a community participant under eighteen (18) years of age shall execute a release in which s/he agrees to assume the inherent risk of injury in physical fitness activities and acknowledges receipt of the following written warning:

### **WARNING**

**Under Indiana law, a school is not liable for an injury to, or the death of, a participant in physical fitness activities at this location if the death or injury results from the inherent risks of the physical fitness activity. Inherent risks of physical fitness activities include risks of injury inherent in exercise, the nature of a sport, the use of exercise equipment, or the use of a facility provided by a school. Inherent risks also include the potential that you may act in a negligent manner that may contribute to your injury or death, or that other participants may act in a manner that may result in injury or death to you.**

**You are assuming the risk of participating in this physical fitness activity.**

The WARNING language set out above shall be included verbatim in a written agreement. The WARNING shall be set out in the written agreement in bold font no smaller than fourteen (14) point.

The WARNING also shall be posted in letters at least one (1) inch in height on a sign placed in a location in Corporation physical fitness facilities where community participants are likely to be present and where it is visible to community participants.

The measures taken by the Board in this policy to implement the limitation of liability permitted by I.C. 34-31-10 are not intended to be an election of a defense or a waiver of any other defense or limitation on Board or employee liability.

I.C. 34-31-10; Limited liability arising from the public use of school facilities for physical fitness activities

I.C. 34-13-3-3; Immunity of governmental entity or employee for tort claims

I.C. 34-13-4; Personal civil liability under civil rights laws

Adopted 3/10/14

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# guidelines

**OFFICE OF THE SUPERINTENDENT  
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SCHOOL CORPORATION**

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## USE OF CORPORATION FACILITIES

### Applications

Applications may be picked up at any of the schools or at the Administration Building.

Applications must be filed at least fifteen (15) days prior to the scheduled events.

Proof of Insurance/General Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement must accompany the application.

Completed applications should be sent to the building principal or designee for his/her approval.

The building principal or designee shall notify the organization representative of approval or disapproval of the application.

### Regulations Governing Use

Primary consideration in use of school facilities shall be given to school activity related directly to the educational program. The School Board, however, recognizes that many community groups within the School Corporation may wish to use school facilities as a meeting place for large or small groups. The following regulations shall be observed in building use:

- A. Facilities shall not be used for private gain or rental to private citizens or private business groups for activities which are not in the best interest of the Lawrenceburg Community School Corporation.
- B. Rental of facilities shall not interfere with school activities.
- C. The applicant and his/her organization shall be responsible for the use of the building and property.
- D. All applicants and/or organizations are required to post a comprehensive general liability policy or a certificate of insurance that protects the Corporation against loss of property or liability for personal injury and sign the General Release Agreement. This requirement does not apply to any activity covered by the existing liability policy of the School Corporation.

# guidelines

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- E. Property damage, theft, or loss of supplies and equipment arising from the occupancy of any portion of the building shall be charged against the applicant. All equipment shall be returned to the original location.
- F. The use of intoxicants in school building and on school grounds is prohibited.
- G. Adequate custodial and supervisory personnel may be scheduled for building use to assure that the facilities and equipment are properly maintained and utilized. The facility will be used under their supervision. (Note: Rental of Auditorium facilities may result in additional charges for sound and lighting support and/or Auditorium Director compensation.)
- H. A school custodian may be on duty whenever a facility is being used outside of normal custodian hours. The custodian will render custodial assistance in handling furniture and equipment and will be responsible for seeing that the facility or facilities are left in good order after the activity is over. The custodian's overtime, including clean-up time, will be charged at the appropriate hourly rate. Food-service personnel may be required, in addition, when kitchen facilities are requested.
- I. The activities of the rental group must be restricted to the area of the building indicated on the application/agreement.
- J. If a school is closed for any emergency, all scheduled use of the school facilities by the community will automatically be cancelled. It will be the building principal's or designee's responsibility to notify the organization or representative of the closing. Any exception to this rule must be approved by the Superintendent.
- K. The Board shall reserve the right to cancel the use of any school property at any time for any reasonable purpose.
- L. At the discretion of school officials, organizations may be required to have security officers, firemen, and/or parking attendants. These personnel shall be procured by the School Corporation and the cost of these services will be charged to the applicant.

# guidelines

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- M. Computer and related facilities are not available for use by outside groups.
- N. When the swimming pool is in use, the applicant shall be required to have the appropriate number of certified lifeguards based on the number of individuals in the pool; applicant is responsible for cost of lifeguards.

## Class of Organization Requesting Use

Title	Examples	Liability	Rental Charge
School Support/Advisory Organizations	PTA, PTO, Parent Booster, Advisory Council Groups, Alumni Reunion Banquets	No	No
Non-Profit Educational/Recreation Organization Activities For Resident School Aged Students	Scouts, 4-H, Summer Recreation YMCA	Yes	No
Non-Profit Educational/Recreation/ Civic Activities for Non-School Aged Residents	Local Service Clubs, Sororities, Veteran's, Religious Groups, Farm Bureau	Yes	No
Local, State, or Federal Governmental Units	Police, Sheriff, Fire Departments	Yes	No
Other	Local Businesses, Political, Amateur Sports Organizations, Universities	Yes	Yes

# guidelines

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## Facility Rental Fee Per Hour

Facility	Elementary/Middle/High School
Auditorium	\$25/hour weekdays \$50/hour weekends
Gymnasium	\$25/hour/gym weekdays \$50/hour/gym weekends
Classroom	\$10/hour weekdays \$20/hour weekends
Cafeteria/Commons	\$15/hour weekdays \$30/hour weekends
Kitchen	\$25/hour weekdays \$50/hour weekends
Pool	\$25/hour weekdays \$50/hour weekends

For groups that use facilities for an extended amount of time for one (1) activity (i.e. theatrical practices and performances), rental fees may be determined by the Superintendent.

There will be a \$100 maximum fee charged per activity during the week and \$200 maximum fee charged per activity on the weekend.

**Facility rental fees will be charged to any organization that charges admission.**