

Community Use of School Facilities
(Release and Indemnification Agreement)

THIS RELEASE AND INDEMNIFICATION AGREEMENT, made, entered into, and executed this ____ day of _____, 19__ by and between the SCHOOL OF SWINK, hereinafter referred to as "the School", and _____ hereinafter referred to as "user of the facilities".

WITNESSETH:

WHEREAS, _____ desires to use Swink School building and facilities for the purpose of

on or about the day of _____, 19__ : and

WHEREAS, Swink School owns and maintains the School buildings and facilities which are located at 610 Columbia Avenue, Swink, Colorado 81077; and

WHEREAS, _____ desires to release Swink School from any liability for any personal injury to any person and to indemnify and reimburse the School for any damage to property or loss incurred by the School as a result of the use of the School building and facilities.

NOW, THEREFORE, and in consideration for the use of the School building and facilities and in consideration of the covenants, conditions and agreements herein contained, and for such other and further consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The School hereby authorizes _____ to use Swink Schools buildings and facilities located at 610 Columbia Avenue, Swink, Colorado 81077, on the ____ day of _____ 19__, for the purpose of

2. _____ hereby agrees to assume any and all risks of personal injury, property damage, or death as a result of the use of said building and facilities as stated herein above.

3. _____ hereby stipulates and agrees for himself/herself/itself, his/her/its heirs, successors and assigns on behalf of any individual who participates in the activities at the School to indemnify and hold the School harmless from any and all claims, damages losses or expenses, including but not limited to reasonable attorney's fees, for any bodily injury, death, illness or property damage which may occur as a result of the use of the School for the above-mentioned activity.

4. Further, _____ hereby stipulates and agrees for himself/herself/itself, his/her/its heirs, successors and assigns on behalf of any participant in the above-mentioned activity to reimburse and indemnify the School for any loss or damage to any personal property located in the facility, including but not limited to damage to tables, chairs, floors, windows, restrooms, or any fixture or furniture located in or about the School facility.

5. _____ hereby agrees and stipulates for himself/herself/itself, his/her/its heirs, successors and assigns, or any participant in the above-mentioned activity to release, waive and discharge the School, its employees, officers and agents from any and all liability, claims, causes, causes of actions, damages, suits, losses or expenses including but not limited to reasonable attorney's fees resulting from or on account of any injury or damage to any personal property, including injury resulting in death while participating in the above mentioned activity at the School.

6. Further, _____ agrees to provide a defense at their expense and defend any claim against the School as a result of the use of the School facility for the purpose and activity referred to herein above.

7. In the event _____ utilizes the facility for any activity involving minors, _____ hereby agrees to provide appropriate adult supervision to insure the safety of said minors and to take all reasonable steps to prevent any accident or injury to said participants.

8. This agreement is intended to be as broad and inclusive as permitted by Colorado law and that if any portion thereof is held to be invalid, it is agreed that the balance shall continue to be in force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

SWINK SCHOOL _____
Superintendent's signature

USER OF FACILITY _____
Signature required

Swink School District #33, Swink, Colorado