

Form A: Free of Charge Users

In accordance with California Education Code Section 40042(h), it is agreed and understood that the district shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities and grounds subject to this Agreement.

_____ shall be liable for any injuries resulting from the negligence of _____ during the use of said facilities and grounds.

For purposes of this Agreement _____ shall be defined to include _____ business visitors, members, licensees, agents, contractors, employees, invitees, guests, associates and any other person on district premises or using district facilities and grounds as a result of or related to the activities or use of _____.

In addition, except as otherwise expressly required by California Education Code Section 40043(h) and as set forth in this Agreement, it is specifically understood and agreed that district shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the use of the premises by _____ including those arising out of damage or losses occurring on sidewalks and other areas adjacent to the used premises. _____ will defend, hold harmless and indemnify district from all liability, loss or damage, claims or obligations including all costs, demands, expenses and attorney's fees, for injury to or death of persons or damage to or loss of property caused by acts or neglect of _____, arising out of or related to the use of those district facilities or property subject to this Agreement.

_____ waives any claim against district for damages relating to its occupancy of the premises from any cause not resulting from the negligence of the district, including but not limited to burglary, theft, fire or damage by water.

For any potential liability _____ may have arising out of or related to its use of district facilities or property subject to this Agreement _____ shall, at its cost, maintain comprehensive liability insurance including public liability and property damage, insuring _____ for at least One Million Dollars (\$1,000,000) per occurrence.

For any potential liability _____ may have arising out of or related to its use of district facilities or property subject to this Agreement _____ shall, during the term of use at all times have and keep the interest of district in the buildings on the premises insured against loss or damage by fire under policies of insurance carried by insurance companies of

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(continued)

recognized responsibility and credit and duly authorized to transact business in the State of California. The total amount of insurance will be One Million Dollars (\$1,000,000), or such lesser amounts as may at any time represent the full insurable value of district's interest, with loss or damage arising under such policies made payable to district.

For any potential liability _____ may have arising out of or related to its use of district facilities or property under this Agreement _____ will obtain and maintain any other insurance the district desires on the premises or on the personal property on said premises at the expense of _____.

All insurance required under this provision shall be evidenced by providing a copy of the certificate of insurance and a copy of the policy to district. Additionally, _____ shall provide a written stipulation from the insurers to notify district in writing at least 30 days prior to cancellation or refusal to renew any policy. If insurance is not kept in force during the entire term of use, district may self-insure or procure the necessary insurance and pay the premium therefore and the premium, or the equivalent value of self-insurance, as the case may be, shall be paid by _____ to the district.

BUCKEYE UNION SCHOOL DISTRICT

User's Name (Group Name)

School Administrator/Designee

User's Signature