

AGREEMENT OF INDEMNIFICATION AND WAIVER  
FOR USE OF SCHOOL FACILITIES OPERATED BY  
UNIFIED SCHOOL DISTRICT 458, BASEHOR, KANSAS

In consideration of permitting the undersigned (Indemnitor:) to occupy or utilize space in any of the school buildings ("School Area") of Unified School District 458, Basehor, Kansas for the purpose of:

\_\_\_\_\_ (Type of Activity) \_\_\_\_\_ (Facility)  
during the period from \_\_\_\_\_ to \_\_\_\_\_  
(Time) (Date) (Time) (Date)

Indemnitor hereby agrees with the Board of Education of Unified School District 458 (hereinafter referred to as owner) as follows:

1. Indemnitor agrees to indemnify and save harmless Owner, and its and their agents and servants, from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, and/or damage to property arising from or out of any occurrence in, upon or at the School Area or the occupancy or use of all or any part of the School Area by Indemnitor and any other occupant or user thereof or occasioned wholly or in part by any act or omission of Indemnitor and any other occupant or user of all or any part of the School Area, and its and their agents, servants, contractors, and employees. If any action or proceeding is brought against Owner or its or their agents and servants by reason of any of the aforementioned causes, Indemnitor upon receiving written notice thereof agrees to defend such action or proceeding at its own expense by counsel satisfactory to Owner.
2. It is agreed that neither Owner and their agents and servants shall be liable to Indemnitor or to the occupant or user of all or any part of the School Area for the loss or damage to its and their property in the School Area or the Unified School District No. 458 irrespective of the cause thereof and even though the same may have been caused or resulted in whole or in part by or from the negligent act or omission of Owner or their agents and servants, and Indemnitor hereby releases and waives all rights and claims against Owner and their agents and servants with respect thereto.
3. The person signing for any Indemnitor does hereby certify that the execution of this instrument has been authorized by appropriate action of its board of control of said organization or if for a group of people, the signing person has the permission and consent of all parties to sign such a waiver on their behalf.

Name of Organization \_\_\_\_\_  
(Group Using Facilities)

By: \_\_\_\_\_  
Signature-Indemnitor Making Request

\_\_\_\_\_  
Address

Date: \_\_\_\_\_

\_\_\_\_\_  
Telephone Number

UNIFIED SCHOOL DISTRICT NO. 458  
2008 N. 155th Basehor, Kansas 66007

**DIRECTIONS:** Complete this request form and submit it to the Board of Education Office at least two weeks prior to desired date for use of facilities. Attach to this the agreement of indemnification and waiver for use of school facilities.

1. Building: \_\_\_\_\_
  2. Room or rooms needed: \_\_\_\_\_
  3. Equipment (chairs, P.A. system, tables, kitchen & lunch room area, etc., - indicate type and number):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  4. Purpose: \_\_\_\_\_
  5. Date desired: \_\_\_\_\_ 6. Time desired \_\_\_\_\_
  7. Name of organization: \_\_\_\_\_
  8. Number of persons to be in attendance: \_\_\_\_\_
  9. Person responsible \_\_\_\_\_
- Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Complete the above and the back.

\_\_\_\_\_  
Signature and Capacity of Applicant

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**PERMIT TO USE**

(To be completed by building principal's office)

1. Conditions of use: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. School personnel on duty: \_\_\_\_\_
3. Charge (payable to: Board of Education, 2008 N. 155th, P.O. Box 282, Basehor, Kansas 66007 - prior to use of facilities. All fees and charges are to be paid to the Board of Education General Fund.)  
A. Rental \_\_\_\_\_ B. Services of personnel \_\_\_\_\_ Total \_\_\_\_\_

Permission granted by: \_\_\_\_\_  
Building Principal

Verified and Approved: \_\_\_\_\_  
Superintendent