

### **HOLD HARMLESS AGREEMENT**

The undersigned hereby makes application for the use of school facilities described on the facility use agreement to West Valley School District No. 363 and agrees and acknowledges that use of school facilities is without representation or warranties by the school district, its employees and agents as to the condition of the property. The undersigned further states that he has the authority to make this application for the applicant and agrees that the applicant will observe all rules and regulations of the Board of Education and the school in which the facilities are required. The applicant agrees to exercise the utmost care in the use of the school premises and property and further agrees to use only those facilities indicated under Facilities required listed. The applicant further agrees to take full responsibility for any and all damage to the property and/or injury to persons allowed or reasonably anticipated to be on the premises by the undersigned. The applicant specifically waives any and all rights, remedies and causes of actions against West Valley School District, its employees and agents and further agrees to hold the school district harmless from any and all claims arising out the use of premises. The applicant agrees to reimburse the school district for any and all judgment costs and expenses, including attorney's fees, incurred by the school district in the defense of any such action. Applicant has read and agrees to abide by the Rules & Regulations as approved by the Board of Directors and assigning school.

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