

**BUILDING AND FACILITIES WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**  
**READ THIS DOCUMENT CAREFULLY- BY SIGNING THIS AGREEMENT, YOU GIVE UP CERTAIN**  
**RIGHTS AND ASSUME CERTAIN RESPONSIBILITIES.**

I, \_\_\_\_\_, an agent or officer, acting for and on behalf of \_\_\_\_\_, for and in consideration of the use of facilities of Minidoka County School District No. 331 located at (address of building or facility) \_\_\_\_\_, do by this document agree, on behalf of myself and the organization which I represent, to indemnify and hold harmless any employee, officer, servant, or agent of Minidoka County School District No. 331 including elected or appointed officials, and persons acting on behalf of Minidoka County School District No.331 in any official capacity, temporarily or permanently in the service of Minidoka County School District No.331, whether with or without compensation, from any and all manner of action or actions, cause of causes of action, suits, injuries, and any other claim or demand arising out of the use of any facility of Minidoka County School District No. 331.

**THE UNDERSIGNED FURTHER AGREES**

1. To indemnify and hold harmless Minidoka County School District No. 331, its agents, employees, and assigns from all manner, action or actions, cause or causes of action suits, injuries or any other claims or demands that may arise from any act of omission by an employee, agent, representative, or any person acting for or on behalf of said School District concerning any claim, cause of action, suit, injury or damage arising out of the organization’s use of facilities of said School District.
2. The undersigned must have a minimum liability insurance coverage of \$1,000,000 per occurrence. Such proof of liability insurance is required for use of the facility and shall name the District as an additional insured party to the policy.
3. To immediately notify Minidoka County School District No. 331 of any conduct of circumstances which bring about an injury to persons or tangible property, describing the injury or damage to tangible property, stating the time and place the injury or damage to tangible property, stating the time and place the injury or damage which occurred, and stating the names of all persons involved.
4. To reimburse the Minidoka County School District No. 331 for any damages or losses caused by the organization’s use of school facilities, and agrees to promptly pay for said damages.
5. To obtain an individual waiver of liability from which each participant of any program that involves the use of any facility of the Minidoka County School District No. 331 if said waiver of liability is required by the School District.
6. In the event the School District shall be required to initiate legal action to enforce any and all terms of this agreement, the undersigned, on behalf of its organization, agrees to reimburse the School District for all legal expenses and costs reasonably incurred.
7. This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification of discharge is sought.
8. This agreement shall be governed by the laws of the State of Idaho.
9. In the event any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions of this agreement.

This agreement shall be binding on the heirs, personal representatives, successors, and assigns of the parties to this agreement.

Date this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, Idaho

\_\_\_\_\_  
School Official Representative

\_\_\_\_\_  
Signature of Person Responsible/ Organization