

# SCHOOL CITY OF MISHAWAKA

1. Application on behalf of \_\_\_\_\_
2. School desired \_\_\_\_\_
3. Space desired \_\_\_\_\_
4. Date(s) to be used \_\_\_\_\_  
\_\_\_\_\_
5. Hours building is to be used \_\_\_\_\_
6. Purpose for rental \_\_\_\_\_
7. Rental Charge per hour \$ \_\_\_\_\_ Total \$ \_\_\_\_\_
8. \_\_\_\_\_

Schools, through the office of the Director of Operations, may cancel this rental agreement upon 24 hour notice. (**School activities will have first priority**)

Renters may cancel this rental agreement upon 24 hour notice to the office of the Director of Operations.

Unless definite arrangements are made beforehand, all rental fees are due and payable the day before or the day of rental to the Office of the Director of Operations. Any rental 2 weeks in arrears will be canceled.

The undersigned applicants agree to abide by the rules and regulations adopted by the Board of School Trustees governing the use of school buildings by other than school groups, to enforce the **no smoking** regulation, and to be **responsible for any damage to, or abuse of, school property** due to such use.

The undersigned agrees to supervise the group or designate such a supervisor. The supervisor shall be responsible for admittance controls and for the activities of the members of the group. He shall sign a card at the end of the rental period showing hours building was used and the condition of the building at the end of the rental period.

The undersigned agrees to provide the office of the Director of Operations with a Certificate of Insurance with at least \$500,000 combined single limit liability coverage prior to the execution of this rental agreement.

The undersigned represents and warrants that they are an adult over eighteen (18) years of age and mentally competent to enter into this Agreement. The undersigned sponsoring organization hereby completely and forever releases and discharges, on behalf of themselves and all others who may enter the leased premises at its behest, each of the following persons or entities (collectively the "Released Parties") from any and all liabilities, obligations, claims, actions and causes of actions of each and every nature and description, including personal injury, wrongful death or pecuniary loss to individuals, property damage or insurance claims whether known or unknown, suspected and unsuspected, disclosed and undisclosed arising from, or relating in any way to the sponsoring organization's use of the leased premises, whether or not the aforementioned is caused by the negligence of one or more of the following Released Parties:

- (a) School City of Mishawaka;
- (b) The Board of School Trustees of School City of Mishawaka; and
- (c) The School City of Mishawaka's respective subsidiaries and affiliated entities including past and present employees, attorneys, officers, directors, trustees, agents, affiliates, principals, insurers, firms, heirs, and all other persons affiliated with the School City of Mishawaka.

Furthermore, the sponsoring organization hereby completely and forever agrees, on behalf of itself and all others who may enter the leased premises at its behest, to hold harmless the Released Parties from any and all liabilities, obligations, claims, actions and causes of actions of each and every nature and description, including personal injury, wrongful death or pecuniary loss to individuals, property damage or insurance claims whether known or unknown, suspected and unsuspected, disclosed and undisclosed arising from, or relating in any way to the sponsoring organization's use of the leased premises, whether or not the aforementioned is caused by the negligence of one or more of the Released Parties. The undersigned sponsoring organization further acknowledges and agrees that it must indemnify the Released Parties from any and all claims involving any third party or other individual.

**WARNING**

**Under Indiana law, a school is not liable for an injury to, or the death of, a participant in physical fitness activities at this location if the death or injury results from the inherent risks of physical fitness activity.**

**Inherent risks of physical fitness activities include risks of injury inherent in exercise, the nature of a sport, the use of exercise equipment, or the use of a facility provided by a school. Inherent risks also include the potential that you may act in a negligent manner that may contribute to your injury or death, or that other participants may act in a manner that may result in injury or death to you.**

**You are assuming the risk of participating in this physical fitness activity.**

Approved \_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Organization*  
By \_\_\_\_\_  
*Signature and Position or Title in Organization*

\_\_\_\_\_  
*SCM Operations*

Address \_\_\_\_\_

\_\_\_\_\_  
*Building Principal*

Phone \_\_\_\_\_

Revised: 10/2016