

**PELICAN RAPIDS SCHOOL DISTRICT 548  
VOLUNTARY WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT  
BY GROUP OR ORGANIZATION**

**This document affects your legal rights. Read carefully before signing.**

\_\_\_\_\_  
Name of Group or Organization

\_\_\_\_\_  
Address, City, State, Zip Code

\_\_\_\_\_  
Type of Program or Event

\_\_\_\_\_  
Date of Use

**I, as the duly authorized representative of the aforementioned group or organization (“Organization”), state and affirm that:**

- 1. The Organization wishes to use the facilities and/or equipment of Pelican Rapids School District 548 (“District”).**
- 2. The Organization’s use of the District facilities and/or equipment is voluntary. No one is forcing the Organization to use the District facilities and/or equipment.**
- 3. I acknowledge the Organization’s use of the District facilities and/or equipment is not an essential service provided by the District.**
- 4. In consideration of being allowed to use the District facilities and/or equipment, I hereby release and discharge the District, its officials, employees, agents and contractors from and agree that the District, its officials, employees, agents and contractors shall not be responsible for any liability and damages from or related to the Organization’s use of any District facilities and/or equipment.**
- 5. On behalf of me and/or the Organization, I agree to indemnify, defend and hold the District, its officials, employees, agents and contractors harmless for any lawsuits, claims, or actions in any way arising over our use of the District facilities and/or equipment.**
- 6. This waiver and indemnification agreement does not apply to any injuries or damages that are the result of any willful, wanton, or intentional misconduct by the District or anyone acting on behalf of the District.**
- 7. I understand that any group/organization which is not considered part of the District that uses District facilities and/or equipment must provide public liability insurance. On behalf of me and/or the Organization, I agree**

**to provide a certificate of insurance naming the District as a certificate holder and as an additional insured.**

- 8. I understand that entering into and signing this agreement affects my legal rights and results in my giving up or waiving certain rights, and I accept this and sign this agreement of my own free will.**
- 9. The terms of this agreement shall bind the members of my family, if I am alive, and my heirs, assigns and personal representatives if I am deceased.**

**My signature indicates I have read the entire Voluntary Waiver of Liability and Indemnification Agreement by Group or Organization, understand it completely, acknowledge that it cannot be modified or changed in any way by oral representations, and agree to be bound by its terms.**

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Name (Please Print Full Name)

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Title

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Address

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City

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State

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Zip Code

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Signature

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Date