

ATTACHMENT NO. XI-B

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North Boone Youth Sports Contract 2021-2022

Potential motion:

Approve the North Boone Youth Sports Contract

Recommended action:

Approve the motion.

North Bone Youth Sports typically contracts with North Boone School District on a yearly basis to use our facilities. NBYS did not have a contract for the 2020-2021 school year due to COVID restrictions and is looking to begin using the facilities again.

In the past North Boone has charged North Boone Youth Sports \$4,000 a year for the use of the facilities. It is being recommended that we charge North Boone Youth Sports \$2,000 for the upcoming year.

Agreement for the Use of School Facilities between North Boone CUSD 200 and North Boone Youth Sports

Effective September 21, 2021 through June 30, 2022, NBYS will have access to the use of gymnasiums and fields at the district's elementary and middle schools and the NBHS softball field for consideration of a \$2,000 rental fee. Use is limited to the extent that it cannot interfere with school activities or other pre-arranged rental by the district.

North Boone Youth Sports (NBYS) is responsible to secure its needed locations and times with the appropriate building principal and/or the district's athletic director prior to use.

It is understood that District 200 school activities have preference over outside activities in using the school buildings, and that the buildings are available by pre-arrangement only. NBYS agrees:

1. To hold North Boone CUSD 200 harmless for any claims by any person, partnership, corporation, or association for injuries or damage to persons or property.
2. A certificate of insurance (Public Liability and Property Damage) in the amounts of \$1M/\$1M to guarantee payment of any claims for injuries or damages to persons or property occurring during use of the premises may be required from the applicant to the principal prior to use of the facilities.
3. The responsible party will be charged a fee for any damage to school property, as well as a fee for custodial time if the facilities are left unclean.
4. Not to permit the selling, giving or drinking of any alcoholic beverages on the school premises.
5. The use of school facilities is not available between midnight and 6:00 A.M.
6. To reach an agreement with school officials regarding the sale of food or any other commodity, as well as the free distribution or sale of literature.
7. To confine the attending group solely to the area approved for rental use.
8. To observe the agreed-upon date(s) and time limit(s) in the agreement.
9. There will be **NO SMOKING IN SCHOOL BUILDINGS OR ON SCHOOL PROPERTY.**
10. Comply with all COVID regulations and protocols.
11. That failure to follow any of the above may result in immediate/future loss of use of school facilities. The District reserves the right to cancel this agreement at any time.

NBYS acknowledges that it has voluntarily entered into this Agreement for the purpose of being permitted to enter and utilize the facilities and equipment located on the property owned and operated by North Boone CUSD 200 (hereinafter referred to as "School District") in order to engage in physical exercise activities. These physical exercise activities include but are not limited to walking and/or jogging as well as lifting weights or utilizing other exercise equipment located within the School District whether such activities are participated in directly or indirectly. I further understand that all references to the School District contained herein shall include the School District's officers, servants, agents and employees, as well as the Board of Education, the Regional Board of School Trustees, and their members, officers, employees and agents. All such entities and individuals shall be afforded the benefit and protection of this Agreement.

NBYS understands that engaging in physical exercise involves a degree of risk. It is cognizant of these risks and represents that it is fully capable of engaging in physical exercise and willingly assume the risk of injury as its responsibility for various injuries related to or arising out of my physical exercise.

NBYS further acknowledges that this Agreement shall be effective against any claimed injuries and/or damages whether or not it was engaging in physical activity at the time of said injury or damage.

In consideration of the permission extended by the School District to enter its property and utilize its facilities and equipment for the purpose of engaging in physical exercise, NBYS hereby fully and forever releases and discharges the School District from any liability to NBYS, its representatives, assigns, heirs, and next of kin for any and all loss or damage, and any and all claims demands, rights of action, or causes of action, present or future, whether the same be known, anticipated or unanticipated, in any way resulting from personal injury or property damage sustained by me arising out of or related to NBYS's use or intended use of the School District's facilities and equipment for the purposes state above whether caused by the School District's negligence, its negligence or any other kind.

NBYS further agrees not to sue, claim against, attach the property of or prosecute the School District for any injury or death caused by or resulting from my use or intended use of the School District's facilities and equipment for the purposes stated above whether or not such injury or death was caused by the School District's negligence, its negligence or any other cause.

NBYS further agrees and promises to forever indemnify, hold harmless and defend the School District from any claim for property damage or personal injury, including death, and from any loss arising out of the use or intended use of the School District's facilities and equipment for the purposes stated above whether or not such injury or death was caused by the School District's negligence, my negligence or any other cause.

NBYS further acknowledges that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Illinois and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. **THIS IS A RELEASE OF LIABILITY. DO NOT SIGN IF YOU DO NOT UNDERSTAND OR AGREE WITH THESE TERMS.**

NBJT, NB Boys' Youth Basketball, Power Baseball and Power Softball are sub units of NBYS.

Coaches/sponsors are still required to confirm availability of spaces with the appropriate building principals and identify the AED trained volunteers.

NBYS President

North Boone Board of Education President

Date

Date