

Policy #: 835

SCHOOL DISTRICT OF WEBSTER

Date Adopted: August 17, 2020

Date Revised: August 17, 2021

Policy Title: Use of Facilities

I. Legal

- A. The building and properties of the School District shall be available for community use under conditions prescribed by law as in accordance with the adopted policies of the Board of Education.
- B. All applications for the use of such school facilities must comply with legal requirements as prescribed by the Wisconsin Statutes.

II. Use of Buildings, Properties and Facilities

- A. School buildings and facilities are available for community use provided it does not conflict with school activities. Recreational use of the School Forest is encouraged if it does not disrupt the environment and does not conflict with school use.
- B. An application for the use of any school building or parts thereof, shall be filed on Application provided by the School District Office.
- C. The following shall not be charged for the use of school facilities:
 - 1. School and student groups
 - 2. Non-profit organizations
 - 3. Civic groups
- D. The use of school facilities by religious organizations shall be governed by Article I, Section 24 of the Wisconsin Constitution and S.120.3 (17) and the general provisions of this policy.
- E. Schedule of Fees for Use of Buildings and Grounds:

	School and Student Groups Non-Profit Organizations Civic Groups	Private Individuals and Groups within the Webster School District	Income Generatin g Groups	Commercial Groups
Gym/Weight Room	\$0	\$10	\$30	\$90
Classroom	\$0	\$10	\$30	\$90
Kitchen	\$0	\$10	\$30	\$90
Cafetorium	\$0	\$20	\$60	\$180
Computer Lab	\$0	\$10	\$30	\$90
IMC	\$0	\$10	\$30	\$90

Extra fees may apply if kitchen or janitorial service is required

- F. Organizations using school facilities shall be responsible for any damage or breakage to property resulting during the period of use by such organization. Responsible adults must supervise all activities held in school buildings or on school grounds.
- G. No intoxicating beverages are permitted in school buildings or on school grounds.
- H. No tobacco products are permitted in school buildings or on school grounds.
- I. No motorized vehicles permitted within the School Forest. The Superintendent may authorize the use of motorized vehicles for the maintenance of the School Forest.
- J. For safety reasons, no Hunting, Baiting, or Trapping is allowed on School Property.
- K. Use of the school buildings will not be granted for public dancing.
- L. Costs of copying:
 - 1. \$.25 per page.
 - 2. There will be no cost charged for clerical employee's time in photocopying fewer than 5 copies.
 - 3. If more than 5 pages are to be copied, then an hourly charge of \$8.00/hour shall be paid in advance by the person making the request on ¼ hourly basis.
- M. School telephones are for business calls only, except in case of emergency.
- N. School facilities will be made available to all prospective piano teachers of the District to give lessons to students in grades 1 through 12.
- O. Use of School Equipment:
 - 1. Electronic equipment is NOT available to the general public unless used on school premises.
 - 2. Equipment such as tables, chairs, kitchen utensils, risers, etc. is NOT available to the general public unless used on school premises.

III. Immunity from Liability and Negation of Legal Duties for the District, its School Board, and all Officers, Employees and Agents of the District.

- A. As to any person who enters school grounds to engage or participate in a recreational activity organized or held pursuant to this Agreement, the District, its school board, and all officers, employees and agents of the District are immune from liability and have (a) no duty to keep the school grounds safe for the recreational activity; (b) no duty to inspect the school grounds; and (c) no duty to give warning of an unsafe condition, use, or activity on the school grounds. The sole exceptions to this immunity involve either of the following:

1. A death or injury caused by a malicious act or by a malicious failure to warn against an unsafe condition of which an officer, employee, or agent of the school board knew, which occurs on the school grounds designated for use in this Agreement and being used by a person for a recreational activity held pursuant to this Agreement.
2. The death of or injury to a spectator that occurs on the school grounds designated for use in this Agreement during the recreational activity.

In addition to the immunities from liability and the negation of specific legal duties as provided under section 895.523 of the state statutes and as summarized within this Section (above), the District, its school board, and all officers, employees and agents of the District also fully retain all other legally enforceable (1) immunities from liability; (2) limitations on liability and monetary judgments; and (3) rights to seek or claim indemnification.

IV. Description of Participants' Assumption of Risk

Participation in recreational activities involves certain inherent risks to the participant. Generally, recreational activities involve risks that a participant may suffer potentially serious and potentially permanent physical injuries, impairments, disfigurement, trauma and/or cognitive impairments. Death is also a risk of participation in recreational activities. A participant may also suffer damage to property or other loss of property in connection with participation in a recreational activity. The specific degree and types of risks associated with such participation varies by, for example: the specific nature of the activity; the nature of the location where the activity takes place; the nature of the equipment that is used; the degree and type of supervision and instruction that is provided; and each participant's individual skills, abilities, behavior, and physical condition. The fact that a recreational activity may not generally involve substantial physical contact between or among participants is not necessarily an indication that there is a low degree of risk of injury or death associated with the activity.

A participant who enters school grounds in connection with any recreational activity that is organized or held pursuant to this Agreement assumes all risk of personal injury, property damage, and/or death that is inherent in the particular recreational activity.

In addition, because of the various immunities from liability, limitations on liability, and waivers of liability that are provided for under the law or that may otherwise be legally enforceable, a participant who enters school grounds in connection with any recreational activity that is organized or held pursuant to this Agreement necessarily assumes substantial additional risk that he/she may suffer personal injury, damage to property, and/or death that is in no way compensable by the District or by any other person, and for which the participant will be unable to obtain any recovery or reimbursement of any related costs or damages. For example, a participant may suffer personal injury, damage to property, or death related to the failure of the District or its officials, employees or agents to keep school grounds safe; and, due to immunity from liability related to such a claim, the participant may have no means for seeking compensation, damages, or other recovery from the District, any insurer, or any other person or entity.

Users are notified by this paragraph that the District does not, in connection with authorizing access to and the use of District property under this Agreement, provide any User or any participant with any type of personal insurance coverage, personal accident coverage, or other personal coverage for any other type of expense, damage, or loss, including but not limited to medical expenses.

User Accepts all Responsibility for Notifying Participants of Participants' Assumption of Risk. By this Agreement, the User accepts sole and exclusive responsibility for (1) providing participants with any legally-required notice(s); and (2) obtaining from participants (or their parents or guardians) any legally-required permissions as may be associated with holding a recreational activity under this Agreement. This responsibility of the User includes, but is not limited to, (1) the provision of any mandatory notices that must be provided regarding risks of participation and/or participants' assumption of risks; and (2) the provision and return, where applicable, of an information sheet related to head injuries and concussions. The User further agrees to accept, assume, and be legally responsible for any and all liability related to providing such notices and obtaining such permissions, including but not limited to defending against all claims and paying for all damages, fees, and costs related thereto.

V. User's Liability

Nothing in this Agreement limits, reduces or eliminates any legal duty or legal liability that the User may have or become subject to (1) in relation to accessing District property and the holding of any recreational activity pursuant to this Agreement; (2) as the organizer, sponsor or operator of any such recreational activity; or (3) as a participant in any such recreational activity. In connection with any recreational activity where there is at least one participant who is not also the User identified under this Agreement, the allocation of liability between the User and any such non-User participant shall be defined by applicable law and by any enforceable agreements, waivers, releases, etc. as those parties may separately execute between or among themselves.

Complete and final authority rests with the Board of Education and its designated representatives. The School District shall not discriminate in facilities usage on the basis of sex, race, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability. Discrimination complaints shall be processed in accordance with established procedures.

Cross Reference:

Legal Reference: