

**ARLINGTON HEIGHTS SCHOOL DISTRICT 25
EQUIPMENT USAGE AGREEMENT**

Name: _____ Date: _____

Address: _____ City/State/Zip: _____

Organization (if applicable): _____

Equipment to be Used: _____

Date of Pickup: _____ Date of Return: _____

Superintendent or Designee Approval: Yes _____ No _____

Signature (Superintendent or Designee): _____

Note: Use of District equipment is the subject to the prior approval of the Superintendent or his/her designee. Individuals must be 18 years of age or older to use District equipment.

Assumption of Risk

I, the undersigned, recognize that certain hazards and dangers are inherent in my use of District equipment (including but not limited to serious injury or death that may occur as a result of a fall while using the District's scissor lift or other serious injury that could occur while using the District's equipment, and also including risks and dangers that may be caused by the negligence of others, such as failure to maintain, inspect or supervise said equipment or failure to warn of dangerous conditions of such equipment) and that I knowingly and voluntarily assume such risks. I further understand that I am responsible for all costs and expenses associated with the use of any equipment and all costs and expenses related to the pickup and return of any equipment.

Disclaimer of Warranties

I acknowledge and understand that the Board of Education of Arlington Heights School District No. 25, and its individual Board members, officers, agents, representatives, administrators, employees and volunteers make no representations or warranties, expressed or implied, as to the condition, quality, durability, design, operation, fitness for use, or suitability of any District equipment used in connection with this Agreement and that I am using such equipment at my own risk.

Waiver and Indemnification

In exchange for the privilege of using the District's equipment, I HEREBY IRREVOCABLY RELEASE THE BOARD OF EDUCATION OF ARLINGTON HEIGHTS SCHOOL DISTRICT NO. 25, ITS INDIVIDUAL BOARD MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, ADMINISTRATORS, EMPLOYEES, ASSIGNS, SUCCESSORS, INSURERS AND VOLUNTEERS, FROM ANY AND ALL RESPONSIBILITY, LIABILITY, CLAIMS, PROPERTY DAMAGES, LOSSES (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS BASED UPON ALLEGED NEGLIGENCE OR GROSS NEGLIGENCE), FOR PERSONAL INJURY, DAMAGES, ACCIDENT, OR ILLNESS INCURRED AS A RESULT OF, ARISING FROM OR RELATED TO THE OPERATION, USE, CONTROL, HANDLING OR TRANSPORTATION OF DISTRICT EQUIPMENT.

I understand that, by executing this form I hereby waive, relinquish and indemnify and hold harmless, on behalf of myself and my heirs, agents and assigns, the Board of Education of Arlington Heights School District No. 25, its individual Board members, officers, agents, representatives, administrators, employees, assigns, successors, insurers and volunteers, from and against any and all claims, demands, suits, causes of actions, whether known or unknown, past, present or future, including, but not limited to, any and all costs, expenses and fees, including but not limited to attorneys' fees, by reason of injury, death, illness, disability, or loss of or damage to person or personal property, as a result of, arising from or related to the operation, use, control, handling, or transportation of District equipment.

Operation, Repairs and Replacement

I shall see that any District equipment used under this Agreement is not subjected to careless or unusually or needlessly rough usage and agree to return such equipment to the District in good repair and operative condition, ordinary wear and tear resulting from proper use thereof alone expected. I shall, upon demand, reimburse the District for any repairs, including labor, material, parts and other items, necessary to return the equipment to a state of good repair and operative condition.

In the event I fail to return equipment used under this Agreement, I shall reimburse the District for the full cost of replacement.

I have carefully read the "Equipment Usage Agreement" and fully understand its contents. I am aware that by signing this document, I am waiving my right to sue the Board of Education of Arlington Heights School District No. 25, its individual Board members, officers, agents, representatives, administrators, employees, assigns, successors, insurers and volunteers. This Agreement is complete and signed of my own free will.

Signature

Date