

## **AP** XXX Use of Facilities & Equipment by Staff

Legislative References:
Policy Reference:
Collective Agreement References:
Date:

# RE: FORMER POLICY 2065 USE OF FACILITIES & EQUIPMENT BY STAFF

The Board will permit employees the personal use of school district facilities, equipment other than vehicles and small hand tools (tools under \$100 in value). Employees may only use facilities in which they work and have access to equipment providing that the employee's request meets the following:

- a) facilities can only be used outside of the normal school and working hours provided they are not being used for school programs or are booked by the school
- b) does not conflict or interfere with School District or community use
- c) for individual employee use not group use
- d) is occasional and personal, not commercial
- e) does not consume materials and supplies
- f) has no adverse effect on the condition of the facilities and/or equipment
- g) does not interfere with the regular work hours or job performance
- h) the employee is familiar with the facility and equipment and the employee is competent to operate and has completed a written waiver of liability
- i) receives the prior approval of the individual responsible for the administration of the facility <u>and</u> receives the prior approval of the individual that occupies that part of the facility
- j) a waiver must be signed by employee prior for any use.

#### **Exception:**

Weight room facilities at Grand Forks Secondary School and Boundary Central Secondary School may be used by all School District No. 51 employees outside of normal school and working hours. No additional keys will be provided for staff members who do not work in those facilities. Employees using the weight rooms must adhere to clauses a) to j) above.

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#### SCHOOL DISTRICT NO. 51 (BOUNDARY)

#### APPLICATION FOR USE OF SCHOOL DISTRICT FACILITIES AND EQUIPMENT

Facility to be used:	
Reason for Use of Facility:	

#### **RULES GOVERNING USE OF FACILITIES AND EQUIPMENT**

#### 1. OBEY RULES

All the policies and rules that apply during working hours also apply during period of personal use of premises and equipment.

#### 2. NON-COMPLIANCE AND DAMAGES

Infraction of rules, or any occurrence of unreported damage to facilities and equipment will result in suspension of use of privileges by the person(s) found responsible.

#### 3. SMOKING

Smoking is prohibited in all School District buildings and on all School District grounds.

#### 4. ALCOHOL

No alcoholic beverages shall be brought onto school property at any time, including during the use of facilities and/or equipment.

#### 5. CLEAN UP

Facilities are to be left clean and in the same condition as prior to use.

#### 6. USE OF EQUIPMENT

Person(s) must be competent to operate any equipment requested.

#### RELEASE/INDEMNIFICATION AND COVENANT NOT TO SUE

In consideration of my use of the facilities and equipment owned by School District No. 51 (Boundary) and indicated above I, the undersigned user, on behalf of myself, my heirs, representatives, executors, administrators and assigns, HEREBY DO RELEASE SCHOOL DISTRICT NO. 51 (BOUNDARY), its trustees, officers, agents, employees and assigns (hereinafter referred to as the "School District") from any and all causes of action, claims or demands of any nature whatsoever, including but not limited to, any claim which I, my heirs, representatives, executors, administrators and assigns may now have, or have in the future against the School District, on account of personal injury, property damage, death or accident of any kind arising out of or in account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to my use of the facilities and equipment, whether that use is supervised or unsupervised, however the injury or damage is caused, including, but not limited to, injuries or damages caused by the negligence of the School District.

In consideration of my use of the said facilities and equipment I, the undersigned, agree to **INDEMNIFY AND HOLD HARMLESS** the School District from any and all causes of action, claims, demands, losses, or costs of any nature whatever arising out of or in any way relating to my use of the facilities and equipment.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the facilities and equipment, and I am voluntarily assuming all the risks. I understand that I will be solely responsible for any loss or damage, or personal injury, including death to myself or others, which occurs as a result of my use of the facilities and

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equipment, and that by this agreement, I am relieving the School District of any and all liability for such loss, damage or death. Dated at \_\_\_\_\_\_ B.C. this \_\_\_\_\_\_ day of \_\_\_\_\_\_, User's Signature Signature of Individual Responsible for Facility Print Name Print Name **SCHOOL DISTRICT NO. 51 (BOUNDARY)** One copy to Borrower One copy to Supervisor USE OF BORROWED SCHOOL DISTRICT EQUIPMENT **ACKNOWLEDGEMENT OF RESPONSIBILITY** In the event that School District No. 51 (Boundary) equipment is taken out of the District facility, the borrower must acknowledge responsibility for the borrowed equipment. The borrower assumes full responsibility for its proper use and is liable for loss or damage to the said equipment. It will be incumbent upon the Supervisor to ensure that the equipment is returned in the same condition as when borrowed. Department; Equipment borrowed: Model: Serial No.: Condition of Equipment: Borrower's Name: Supervisor's Initial: Acknowledgement of equipment returned in same condition as when borrowed: Supervisor's Signature: \_ Date Returned:

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RELEASE/INDEMNIFICATION AND COVENANT NOT TO SUE



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In consideration of my use of the said facilities and equipment I, the undersigned, agree to **INDEMNIFY AND HOLD HARMLESS** the School District from any and all causes of action, claims, demands, losses, or costs of any nature whatever arising out of or in any way relating to my use of the facilities and equipment.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the facilities and equipment, and I am voluntarily assuming all the risks. I understand that I will be solely responsible for any loss or damage, or personal injury, including death to myself or others, which occurs as a result of my use of the facilities and equipment, and that by this agreement, I am relieving the School District of any and all liability for such loss, damage or death.

Dated at	B.C.	this	_day of	
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Signature of Individual Responsible for Facility		User's Signat	ure	
Print Name		Print Name		
One servite Personal				

One copy to Borrower One copy to Supervisor

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