

**FACILITY USE AGREEMENT
For Professional Ice-Skating Instruction**

This Agreement, made and entered into this ____ day of _____, 2024, by and between the South Davis Recreation District (hereinafter referred to as the “**District**”) and _____ (hereinafter referred to as the “**Instructor**”). District and Instructor are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

I. INSTRUCTOR

Instructor Name: _____

Instructor Address _____

Email Address: _____ Phone: _____

USFS#: _____

Other International Professional Membership:

Organization Name: _____ Membership # _____

II. RECITALS

WHEREAS, the Instructor is engaged in providing professional ice-skating instruction and desires to use the District’s facilities for such purpose; and

WHEREAS, the District is willing to permit such use under the terms and conditions set forth in this Agreement and the District’s Rules and Regulations.

III. AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. **Authorization of Use:** Instructor is hereby authorized to use the District’s ice skating facilities for the purpose of conducting professional ice skating instruction, subject to the terms and conditions of this Agreement and the District’s Rules, Regulations, and Policies.

2. **Compliance with District Rules and Regulations:** Instructor agrees to comply with all applicable Rules and Regulations of the District, including but not limited to Section 8 (Use by Private Clubs, Teams, Coaches, and Trainers).

3. **Insurance and Liability:**

a. Instructor shall provide proof of adequate insurance coverage as required under Section 8.8 of the District’s Rules and Regulations.

b. Instructor must maintain continuous insurance coverage and provide updated certificates of insurance as necessary.

c. Instructor agrees to collect and maintain liability waivers from all participants, updated annually, as is required under Section 8.8.1.

4. **No Employer-Employee Relationship:** This Agreement does not establish an employer-employee relationship between the District and Instructor, nor does it establish a property right for Instructor.

5. **Prioritization of District Programs:** The Instructor acknowledges that District programs have priority in the scheduling of facilities and agrees to accommodate schedule changes as needed.

6. **Respect for Other Users:** The Instructor agrees to maintain a respectful and courteous demeanor at all times while using the District's facilities, in accordance with Section 8.5 of the District's Rules and Regulations.

7. **Fees:** Instructor agrees to pay any use or rental fees as determined by the District's Fee Schedule.

8. **Term and Termination:** This Agreement shall be effective from the date of execution and continue for twelve months from the date of execution, unless terminated earlier in accordance with the terms herein.

9. **Revocation of Privileges:** Violation of any terms and conditions of this Agreement or the District's Rules and Regulations may result in penalties, revocation of privileges, or future leasing restrictions.

10. **Instructor's Release and Waiver of Liability:**

a. **Acknowledgement of Risk:** Instructor acknowledges that the activities involved in ice skating instruction carry inherent risks, including but not limited to bodily injury, property damage, and other hazards associated with ice skating and related activities.

b. **Release and Waiver:** Instructor hereby releases, waives, discharges, and covenants not to sue the District, its officers, agents, or employees (collectively, "Releasees") from any and all liability to the Instructor, his/her personal representatives, assigns, heirs, and next of kin for any loss, damage, or claim therefore on account of injury to the Instructor's person or property, whether caused by any negligent act or omission of the Releasees or otherwise while the Instructor is for any purpose participating in ice skating instruction at the District's facilities.

- c. **Indemnification:** Instructor agrees to indemnify and hold harmless the Releasees from any loss, liability, damage, or cost they may incur due to the Instructor's presence in or upon the area and facilities or in any way competing, officiating, observing, or working for any purpose participating in ice skating instruction.

11. Instructor's Requirement to Obtain Releases and Waivers from Students:

- a. **Mandatory Release and Waiver for Students:** Instructor shall require all students participating in ice skating instruction to sign a Release and Waiver of Liability in favor of the Instructor and the District, acknowledging the risks and releasing the Instructor and the District from liability.
- b. **Minimum Terms for Student Releases and Waivers:**
 - i. **Acknowledgement of Risk:** A clear statement acknowledging the inherent risks involved in ice skating and related activities.
 - ii. **Release of Liability:** A release of all claims against the Instructor and the District for injury, death, or property damage occurring while participating in ice skating instruction.
 - iii. **Indemnification Clause:** A clause whereby the student agrees to indemnify and hold harmless the Instructor and the District from any claims arising out of the student's participation in ice skating instruction and competitions.
 - iv. **Understanding and Voluntary Agreement:** A declaration that the student fully understands the terms of the waiver and releases them voluntarily without any inducement, assurance, or guarantee being made to them.
 - v. **Emergency Medical Treatment Consent:** A consent clause allowing for emergency medical treatment in case of injury during the activity.
- c. **Documentation and Records:** Instructor is required to maintain records of all signed Release and Waiver of Liability forms from students and provide copies to the District upon request.

12. Instructor's Responsibility for Students:

- a. **Informing Students:** Instructor shall be responsible for informing all students of the District's Rules and Regulations, and any specific guidelines related to the use of the ice-skating facilities.
- b. **Behavior of Students:** Instructor shall be responsible for the behavior of their students while using the District's facilities. Any breach of conduct or violation of

the Rules and Regulations by any student shall be deemed a breach by the Instructor.

13. **Compliance with Laws and Regulations:** Instructor agrees to comply with all applicable local, state, and federal laws and regulations.
14. **Equipment and Facility Use:** Instructor is responsible for the proper use, maintenance, and return of any equipment or facilities provided by the District. Any damage to District property caused by Instructor or their students will be the responsibility of Instructor.
- a. Instructor agrees not to sell, distribute, or solicit the sale or distribution of any material, equipment, or other goods whatsoever, in or about the facility without prior written consent of District.
 - b. Instructor shall provide and maintain all required personal equipment and supplies necessary to provide ice skating instruction at Instructor's own expense. District will not provide any equipment or uniforms to Instructor.
 - c. District may allow Instructor's use of District's sound system, jumping harnesses, and other equipment, subject to availability.
 - d. District will not provide overnight locker use or rentals. Instructor may use the facility's lockers in accordance with the District's policies and fee schedule; however, Instructor has no expectation of privacy in lockers provided by the District, and District may search the lockers at any time.
 - e. District is not liable for damage or loss to any Instructor's property stored in the facility.
 - f. Off ice training may be allowed in designated rental areas. Prior to using any rental areas, Instructor must reserve and pay in full at least 24 hours prior to requested rental time. Rental areas are first come first served, are not guaranteed, and availability is subject to change based on facility needs.

15. **General Provisions:**

- a. **Severability:** If any portion of this Addendum is held invalid, the remainder shall continue in full legal force and effect.
- b. **Governing Law:** This Addendum shall be governed by and construed in accordance with the laws of the jurisdiction in which the District is located.
- c. **Assignment:** This Agreement may not be assigned by Instructor to any other party without the express written consent of the District. Any attempt to assign this Agreement without such consent shall be void and without effect.

d. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral.

e. **Modifications:** Any amendment to this Agreement must be in writing and signed by both parties.

f. **Governing Law:** This Agreement shall be governed by the laws of the State of Utah.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Facility Use Agreement as of the date first above written.

South Davis Recreation District

By: _____

Name:

Title:

Date:

Instructor

By: _____

Name:

Title:

Date: