

**ASHEVILLE CITY BOARD OF EDUCATION
FACILITY USE AGREEMENT, WAIVER OF LIABILITY
AND ASSUMPTION OF RISK**

_____ (Name of Group)

_____ (ACS Facility)

_____ (Description of Event or Program)

The use of the above-referenced ACS Facility by the above-referenced Group for the uses described above is hereby approved as of the date referenced below.

In consideration for the use of the ACS Facility, the undersigned, with authority from and on behalf of the above-referenced non school-sponsored group, hereby acknowledges that The Asheville City Board of Education (individually or collectively), Asheville City Schools, and their employees, agents or representatives (collectively, the "Indemnified Parties") are not responsible and have no liability for any loss, damage or expense, including damage to personal property or bodily harm, incurred by any member or visitor of the Group by reason of or resulting from the Group's use of the above-referenced ACS Facility or the use of any other property, materials or services provided by the Indemnified Parties and hereby waives any such liability and agrees to hold the Indemnified Parties harmless from and indemnify them against any such liability. The Group hereby expressly assumes the risk of any and all liabilities, claims or causes of action arising as a result of the Group's use of the ACS Facility and expressly understands that the liability coverage of the Indemnified Parties does not extend to the Group or their members or guests.

GROUP NAME: _____

By: _____

Printed Name: _____

Title: _____

_____ **Date**

SCHOOL NAME: _____

By: _____

Printed Name: _____

Title: _____

_____ **Date**