

**LICENSE AGREEMENT
(INCLUDING RELEASE AND HOLD HARMLESS AGREEMENT)**

THIS AGREEMENT is made this _____ day of _____, 20__, by and between **ABINGTON HEIGHTS SCHOOL DISTRICT**, of Clarks Summit, Pennsylvania (hereafter referred to as the "School District"), and _____
(Insert name of organization)
of _____, Pennsylvania (hereafter referred to as the "Organization").

WHEREAS, the Organization has requested permission to utilize certain facilities owned by the School District, which has agreed to allow such usage on the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the parties agree as follows:

1. The School District hereby grants to the Organization the right to utilize the following facilities of the School District: _____
(Insert description of facilities)
on _____
(Insert dates & times, if applicable)

2. The Organization shall/shall not (pick one) be charged a fee for the use of the School District's facilities.

(If a fee is to be charged, specify amount)

3. The Organization represents and warrants to the School District that the Organization has comprehensive coverage by a company licensed to issue insurance in the Commonwealth of Pennsylvania in the amount of \$1,000,000.00. The Organization agrees to provide to the School District a Certificate of Insurance naming the School District as an additional named insured evidencing such coverage within three (3) business days after the signing of this Agreement.

4. The Organization hereby releases and discharges the School District, its employees and agents, from all claims, rights, and actions which the Organization may ever have and which arise out of or in connection with the Organization's use of the facilities of the School District, except to the extent that such claims are caused by the School District's gross negligence or willful misconduct.

5. The Organization hereby agrees to hold harmless and indemnify the School District, its employees and agents, from and against any and all losses, liabilities, damages, and expenses (including reasonable attorney's fees) arising out of or in connection with the Organization's use of the School District's facilities, including, but not limited to, those resulting from personal injury and/or property damage, except to the extent that the same are caused by the gross negligence or willful misconduct of the School District.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

ABINGTON HEIGHTS SCHOOL DISTRICT _____
(Insert name of organization)

By: _____ **By:** _____
(Print name and title)