

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: 10/28/22

Contract/Agreement Vendor:

Name of Vendor & Contact Person
 proshop@brokenarrowgolfac.com
Vendor Email Address

Describe Contract (Technology, program, consultant-prof Development, etc.)
 Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Reason/Audience to benefit

BOE Date

Amount of agreement

Person Submitting Contract/Agreement for Review:

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator:

Does this Contract/Agreement utilize technology? YES/NO
 If yes, Technology Admin: _____

Leadership Team Member:

Funding Source:
Fund/Project OCAS Coding

Consent
 Action

Summary This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.



MEMORANDUM

To: Mr. Chuck Perry

From: Darren Melton

Date: October 28, 2022

Re: BA Golf and Athletic Club: Consent Agenda

SUBJECT

Accept and approve the NEW agreement between Broken Arrow Public Schools and BA Golf and Athletic Club, providing a venue for the "Freezin for a Reason" Special Olympics fundraiser for students and employees to participate in a polar plunge benefit on January 18, 2023. There is no cost to the District. D. Melton

ENCLOSURE/ATTACHMENTS

Agreement

SUMMARY

BA Golf and Athletic Club has agreed to allow the District the use of their swimming pool for the "Freezin for a Reason" Special Olympics fundraiser on January 18, 2023. Students and District employees will participate in the benefit polar plunge to raise money for the Special Olympics.

FUNDING

Not Applicable

RECOMMENDATION

Approve



Broken Arrow Golf & Athletic Club
1651 East Omaha Street
Broken Arrow, OK 74012
918-355-0602

Event: Freezin for a Reason
Date: January 18th, 2023
Time: 4:30pm to 5:30pm
BAGAC Contact: Joel Mortenson

Terms and Conditions: Broken Arrow Golf & Athletic Club agrees to allow Broken Arrow Public Schools to use the clubs swimming pool for their "Freezin for a Reason" Special Olympics fundraiser. Broken Arrow students/parents and employees will be allowed to enter the pool to participate in the Freezin for a Reason benefit on January 18th, 2023 4:30pm to 5:30pm.

Broken Arrow Golf & Athletic Club will provide the use of our swimming pool for "Freezin for a Reason" at no cost to Broken Arrow Public Schools.



Joel Mortenson

Broken Arrow Golf & Athletic Club

1/18/22

Date

BA Board of Education Representative Date



Plunge Participant Form

Name: _____

Address: _____

Phone #: _____

Email Address: _____

Emergency Contact: _____

**BROKEN ARROW GOLF AND ATHLETIC CLUB - BROKEN ARROW PUBLIC SCHOOLS RELEASE
AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

In consideration of participating in the Broken Arrow Golf and Athletic Club - Broken Arrow Public Schools Freezin' for a Reason, a charitable fundraising event to benefit the Broken Arrow Public Schools Special Olympics teams that may involve the taking of a cold-water plunge, I represent that I understand the nature of the Freezin' for a Reason events and that I am qualified, in good health, and in proper physical condition to participate in such activity. I acknowledge and agree that if at any time I believe event conditions are unsafe, I will immediately discontinue participation in the activity.

I fully understand that Freezin' for a Reason events are voluntary and may involve the risk of serious bodily injury, including permanent disability, paralysis and death, which may be caused by (a) the actions or inactions of myself or others participating in the event, (b) the conditions in which the event takes place, or (c) the negligence of the "Releasees" named below. I further understand that there may be other risks either not known to me or not readily foreseeable at this time. I fully accept and assume all such risks and all responsibility for losses, costs, and damages I may incur as a result of my participation in the activity.

I hereby release, discharge, and covenant not to sue Broken Arrow Golf and Athletic Club or Broken Arrow Public Schools, their respective administrators, directors, agents, officers, volunteers, and employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of the premises on which the activity takes place (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations. I further agree that if, despite this release, waiver of liability, and assumption of risk, I make a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature, intend it be a complete and unconditional release of all liability to the greatest extent allowed by law, and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Participant's Name _____

Parent's Signature if under 18 years of age _____

Participant's Signature _____

Date _____