

BOARD OF EDUCATION OF  
Union School District 81  
WILL COUNTY, ILLINOIS

**A RESOLUTION ESTABLISHING AN OUTSIDE EXTRACURRICULAR ACTIVITY  
PROGRAM POLICY**

**WHEREAS**, this Union School District 81 Board of Education (“Board”) has been duly elected and serves as the Administrative District for Union School District 81 (“District”); and

**WHEREAS**, pursuant to Section 10-20 of the School Code (105 ILCS 5/10-20), the Board is authorized to exercise all powers, not inconsistent with said code, as it may determine necessary for the maintenance, operation, and development of all schools in the District, as well as its students; and

**WHEREAS**, the Board has determined that extracurricular activities are an important component of a child’s development outside of and in tandem with in-school education; and

**WHEREAS**, the Board has determined that the extracurricular activities presently available to students enrolled in the District’s schools are not sufficient to fully meet students’ needs; and

**WHEREAS**, the Board has determined that it is necessary, expedient, and in the best interests of the District and its students to promote and support students’ ability to access safe, healthy, and educational programs outside of school hours, as set forth in this Resolution; and

**WHEREAS**, the Board has determined that it is necessary, expedient, and in the best interests of the District and its students to promulgate an Outside Extracurricular Activity Program Policy in support of the District and its students’ extracurricular activities.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of Union School District 81, Will County, Illinois, as follows:

**SECTION 1.** The President and Board of Education for Union School District 81 hereby find that the recitals contained in the Preamble to this Resolution are true, correct and complete and hereby incorporate the Preamble by reference as if fully set forth in this Section 1.

**SECTION 2.** The President and Board of Education for the District hereby approve, adopt, and promulgate the Outside Extracurricular Activity Program Policy attached hereto as Exhibit A and fully incorporated herein.

**SECTION 3.** In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

**SECTION 4.** All resolutions, motions, policies, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed, but only to the extent necessary to avoid the conflict.

**SECTION 5.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

*[Intentionally Blank]*

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2022, by the following roll call vote:

YES: \_\_\_\_\_  
\_\_\_\_\_

NO: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
President, Board of Education Union School District 81  
Will County, Illinois

Attest:

\_\_\_\_\_  
Secretary, Board of Education Union School District 81  
Will County, Illinois

# **Exhibit A**

# **Outside Extracurricular Activity Program Policy**

## **(Union School District #81)**

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1. It is the policy of Union School District #81 (the "District") to support and encourage all students enrolled in the District to participate in extracurricular activities that are safe, healthy, and educational, including extracurricular activities that are available through programs provided by organizations other than the District itself.
2. The District will pay a maximum of two hundred fifty and 00/100 dollars (\$250.00) per year for each student enrolled in kindergarten and grades one (1) through eight (8) in the District to permit said student(s) to participate in an eligible extracurricular program ("Eligible Program").
3. For the purposes of this Policy, an extracurricular activity program shall only be considered an "Eligible Program" if it meets with the following minimum requirements:
  - 3.1. The program must be offered by an organization that has been established and continuously operating for a period of not less than five (5) years; and
  - 3.2. The organization offering the program must provide the District with evidence of general commercial liability insurance that covers both personal injury and damage to property.
4. All monies paid out pursuant to this policy shall be paid directly to the organization providing the Eligible Program.
5. The District will not pay any monies in support of any student(s) participation in any Eligible Program unless:
  - 5.1. The student would be otherwise eligible to participate in extracurricular programs and activities offered by the District through its schools; and
  - 5.2. Such student(s) parent(s) and/or legal guardian(s) have executed and tendered a "Release, Waiver, Assumption of Risk, and Indemnity Agreement" for such student and program, which Release, Waiver, and Assumption of Risk shall be in the form attached hereto as Exhibit 1 and fully incorporated herein.

**EXHIBIT 1**

**Release, Waiver, Assumption of Risk, and Indemnity Agreement**

I, \_\_\_\_\_, knowingly and voluntarily consent to have my Child / Children (collectively "Child") attend, work, and/or participate in the \_\_\_\_\_ program (the "Program") being offered by \_\_\_\_\_ (the "Organization"). In making and affirming my consent, I am fully aware of and accept the risks presented by the Program. \_\_\_\_\_ (Initial).

By signing this waiver, I acknowledge, accept, and assume all risks associated with my and/or my Child's participation in the Program. I further acknowledge that Union School District 81 (the "District") is not responsible for and cannot guarantee my and/or my Child's safety during said Program. I further agree that I shall bear sole responsibility for any injury to myself and/or my Child (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I, my Child, or any member of my family may experience or incur in connection with our attendance at and/or participation in the Program. Despite the foregoing risks, I have knowingly and voluntarily decided to attend and/or allow my Child to attend and participate in the Program. \_\_\_\_\_ (Initial).

I hereby release, covenant not to sue, discharge, and agree to hold harmless the District, including but not limited to all of said District's elected and appointed officials, officers, employees, agents, volunteers, and representatives, from, and waive and forfeit on behalf of myself, my Child, my heirs, my family, and any personal representatives of me and my Child, any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of any person in connection with said Program. I understand that this release discharges the District from any and all liability or claim that I, my Child, my heirs, my family, or any personal representatives thereof may have against the District with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection with, my and/or my Child's participation in the Program. This liability waiver and release extends to the District together with any and all District elected and appointed officials, officers, employees, agents, and other representatives. \_\_\_\_\_ (Initial).

I further agree to indemnify the District, including but not limited to said District's employees, agents, volunteers, and representatives, against any causes of action, claims, demands, damages, costs, expenses, and compensation for damage or loss to person and/or property as may be raised or alleged by or on behalf of my minor children and hereby release any Family Expense Act Claim (*i.e.*, Claim based on medical expenses incurred by myself because I am legally obligated to pay for my minor children's medical expenses) against the District. \_\_\_\_\_ (Initial).

Name of Participant(s) Printed

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/2021  
*Signature Participant or Parent or Legal Guardian* Date