Greene (HB 358) **Act No. 351**

New law provides that the governing authority of an elementary or secondary school or charter school who enters into a joint-use agreement with another party for use of its facility, owes no duty of care or duty to warn and does not extend any assurance that the premises are safe or incur any liability for injuries to persons or property.

Provides that new law does not exclude liability for gross negligence or willful and wanton misconduct.

New law provides that the school executing a joint-use agreement shall require the other party to maintain and provide proof of insurance coverage.

New law defines "recreational joint-use agreement" as a written agreement between the governing authority of an elementary, secondary, or charter school and a public or private entity, authorizing the entity to access the premises of a school under the governing authority's jurisdiction for the purposes of conducting or engaging in recreational activity.

New law further provides that the agreement shall set forth the conditions, terms, and requirements under which the authorization and use is granted and requires the entity to indemnify and hold harmless the governing authority from any liability arising from the use.

New law provides that the governing authority may at any time and without cause revoke its authorization to use the premises and terminate the agreement.

Effective upon signature of governor (June 29, 2011).

(Adds R.S. 9:2800.22)