

USE AGREEMENT

This agreement made by and between the Boone County Board of Education, Kim Simpson as Principal authorized so to act by direction of the Board of Education and Adam Probasca / Jonathan hereinafter referred to as "user" of the school facilities hereinafter described St. Angolas

WITNESSETH:

The principal does hereby agree to permit user to utilize certain school facilities more particularly described as follows:

Esperbeck gym - "The Program" basketball organization
practice

at the following times and dates: twice per week at 6:00-8:00

April 22nd, 24th, 29th; May 1st, 6th, 8th, 13th, 15th, 20th, 22nd, 27th, & 29th

subject to the following terms and conditions:

1. The school property identified above may be utilized by the user as a permittee at will on the condition that all terms and conditions as hereinafter set out are complied with and any other terms and conditions may result in immediate termination of the Use Agreement and/or liability of the user. The utilization of the premises by the user is a privilege extended to the user by the Board of Education and said use does not constitute a property right nor shall it be deemed a lease or renewable beyond the specified period without the written consent of the principal.
2. The use of these school facilities shall be in compliance with all laws and regulations and the terms and conditions of Boone County Board of Education policies, including but not limited to BCBE Policy No. 05.3, 05.31, 05.32 and 10.3 which are incorporated by reference herein.
3. The reserved time/date for use by user may be cancelled or preempted by Principal and permission for use may be terminated without cause by notice from Principal.
4. User is responsible for the conduct of its participants or guests.
5. There shall be no subletting or assignment of this agreement nor any profit making or commercial venture subject of the use.

Schedule
pending
gym
availability

6. User shall return the facilities or premises in the same condition as at the commencement of the use, or if user fails to do so, the user will be responsible for the cost of clean-up and be prohibited from further use of facilities.
7. The user agrees to save harmless the Boone County Board of Education, its employees and agents, for any liability, damage, loss or expense incurred respecting the utilization of the school facilities; and the user agrees to reimburse the Boone County Board of Education for any damages to or replacement of school property damaged, lost, stolen or vandalized while in user's name.

IN WITNESS WHEREOF the principal for and on behalf of the Board of Education and the user hereunto set their hands this 4th day of March, 20 25.

SCHOOL
BY: Kim Simpson
PRINCIPAL

Jonathan Stefanyshyn / Adam Prohaska
USER

8694 Eden Ct
ADDRESS

Union KY 41091
CITY STATE ZIP

859. 866. 8459
PHONE NUMBER

Sadler Sports: Sports Instructor Insurance Plan
Sports Instructor Insurance Plan
General Liability Enrollment Form / Verification of Coverage
Application Receipt Date / Time: 02/25/2025 01:08:35 PM - entered by Customer

I. GENERAL INFORMATION

Application ID: 444470
Application Status: Sold
Instructor's Name (First name, Last name): Adam Prohaska
Business Name: Adam Prohaska
Person Completing Application: Christian Prohaska
Form of Business: Individual
Client type: new
Primary Location Address: 8694 Eden Ct
Address 2:
City: Union
State: KY
Postal / Zip Code: 41091
Primary Phone: (513) 560-4432
Email Address: adamprohaska@yahoo.com
Website:
Do your Facility Owners Require a Certificate Of Insurance? No
Notes:
Do you own or operate your own facility or instruct at your home/ residence premises? No
If yes, this program only provides coverage for you operations as an instructor. It does not extend to your employees or anyone performing instruction or training on your behalf, nor does it apply to the operation of a studio/ facility.
Do you own a business in which other instructors (employees or sub- contractors) are sent by, or work under, the name of your company? No
Online Agreement and Warranty Statement accepted? Yes
Do you meet the requirements by not falling under any of the following? Yes
Certified athletic trainer | Instructor under the age of 18 | Coaching of organized competitive athletic teams | Instructor's employment as an exempt or non- exempt employee of a school, university or college
Type of instructor: Basketball

II. GENERAL LIABILITY INSURANCE

Policy Number 9YAPG0001334486900
Effective Date 12:01AM ET 02/25/2025
Expiration Date 12:01AM ET 02/25/2026

Limits		Charges
\$1,000,000	General Liability Not Owned/ Operated by Instructor - Option 2 - 1-year	\$367.00
	State Surplus Lines Tax/ Surcharge (2.50%)	\$9.18
	Stamping Fee (0.000%)	\$0.00
	Risk Purchasing Group Administration Fee (required)	\$20.00
	TOTAL	\$396.18

Note: Costs are fully earned and non-refundable once coverage begins.

COVERAGE EFFECTIVE DATE: Coverage begins the day after this electronic application and internet check is received at Sadler & Company or a future effective date if requested, whichever is later and continues for one or two full years, depending on which option you applied, from the effective date.

Exclusions: The following notable exclusions are contained in the commercial general liability coverage provided by this program. Abuse or molestation (unless reported to, approved by us, and appropriate premium paid); Access or disclosure of confidential or personal information and data- related liability – with limited bodily injury exception; Asbestos and silicosis; Cannabis; Certain computer- related losses; Commercial general liability standard exclusions (CG0001 04/13 edition); Communicable disease; Cryogenic chambers/ therapy; Cycling (other than stationary); Employment- related practices; ERISA; Fireworks; Fungus; Instruction/ activity being held on or in open water; Lead; Medical, therapy, or health care services; Nuclear energy; Operation, ownership or management of a commercial sports facility; Perfluoroalkyl and polyfluoroalkyl substances (PFAS); Physicals/ stress testing; Physical therapy, massage or salon services; Radioactive matter; Sale or distribution of medicinal, herbal and/ or nutritional products; Specified recreational vehicles and activities; Aircraft/ hot air balloon; Airport; Amusement devices (The ownership, operation, maintenance or use of: any device or equipment a person rides for enjoyment, including, but not limited to, any mechanical or non- mechanical ride, slide, water slide (including any ski or tow when used in connection with a water slide), moonwalk or moon bounce, bungee operation or equipment or inflatable recreational device. Amusement device also includes any vertical device or equipment used for climbing — either permanently affixed or temporarily erected. Amusement devices does not include any video arcade or computer game or any device that is specifically designed for the training or instruction of the activity for which you are enrolled; Concerts; Dunk tanks; Haunted attraction; Animals (injury or death to any animal; or injury death, or property damage caused by any animal owned, rented, or hired by you); Performer; Rodeo; Saddle animal; Snowmobile; Total pollution; Those operations listed as ineligible: Certified athletic trainers; Coaching on behalf of a college, school or any other organized competitive athletic team; Instruction of the following sports: Boxing, Canoeing, Cycling, Diving, Equestrian, Kayaking, Lifeguarding, Martial arts, Rowing, Scuba diving, Skiing, Surfing; Instructors under the age of 18; Instructor's employment as an exempt or non- exempt employee of a school, university or college.

III. CERTIFICATES OF INSURANCE