



State of Tennessee
PUBLIC CHAPTER NO. 368

HOUSE BILL NO. 1151

By Representatives Lundberg, Shaw

Substituted for: Senate Bill No. 764

By Senator Ketron

AN ACT to amend Tennessee Code Annotated, Title 29, Chapter 20, relative to governmental tort liability.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 29-20-303, is amended by deleting the section in its entirety.

SECTION 2. Tennessee Code Annotated Title 29, Chapter 20, Part 1, is amended by adding the following section thereto:

29-20-112.

(a) For purposes of this section:

(1) "Premises" means any and all real property, natural or artificial landscape or waterway thereon, building, bathroom, gymnasium, facility, track, playground, tennis or badminton court, horseshoe pit, bleachers, stage, or other improvement erected on the premises for recreational purposes;

(2) "Recreational activity" means any activity undertaken for exercise, pleasure, or other recreational purposes including, but not limited to, basketball, football, soccer, baseball, softball, tennis, lacrosse, running, walking, wrestling, cheerleading, taekwondo, karate, community gardening and music lessons; and

(3) "Recreational joint use agreement" means a written authorization by a local board of education or a school official permitting a public or private entity to access the premises of a public school for the purpose of conducting or engaging in recreational activity and addressing conditions under which the permission is granted.

(b)

(1) Except as provided in subdivision (3) of this subsection (b), neither a local board of education nor a school official owes a duty of care to keep the premises of a public school safe for entry or use by others outside of regularly scheduled school activities or to give warning of unknown dangerous or hazardous conditions, uses, structures or activities on the premises.

(2) Unless otherwise specified in the agreement, if a recreational activity is conducted pursuant to a recreational joint use agreement, the local board of education or school official entering the agreement does not owe a greater duty of care than that which is owed under subdivision (1).

(3) Notwithstanding the duty of care or duty to warn owed pursuant to this subsection, the immunity conferred upon a local board of

education or school official by the recreational joint use agreement shall not apply to a person who is injured or suffers property damage on school property pursuant to such agreement if the injury or damage was proximately caused by the gross negligence, or willful, wanton or malicious conduct of the local board of education or school official.

(c) Where a local board of education or school official enters a recreational joint use agreement, with respect to persons accessing the premises for recreational activity pursuant to that agreement, neither the local board of education nor a school official shall be construed to have:

(1) Waived any immunity under this chapter;

(2) Extended immunity under this chapter to another entity;

(3) Extended any assurance to any person or entity accessing the premises that the premises are safe for any other purpose than that which is agreed upon;

(4) Conferred upon a person the legal status of a person to whom a duty of care is owed;

(5) Assumed responsibility for or incurred liability for any injury to a person or property caused by a force of nature or by an act or omission of a person who enters upon the premises;

(6) Guaranteed unlimited access to the premises; or

(7) Limited an obligation or duty of a person or entity accessing the premises to exercise due care in the use of the premises and any activity conducted thereon.

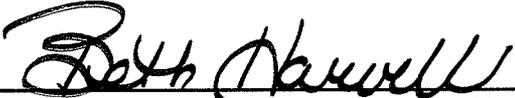
(d) When entering into a recreational joint use agreement under rules, regulations, and conditions prescribed by the local board of education pursuant to § 49-2-203(b)(4), the general assembly encourages local boards of education and school officials to require, in the agreement, that the other entity maintain and provide proof of adequate liability and accident insurance coverage as determined by insurance industry standards, and to address, in the agreement, issues including, but not limited to, security, adult supervision of recreational activity, prohibited activity, hours of operation, use of equipment, maintenance, and damage to the premises. Any such joint use agreement entered into shall contain notice of the immunity provided by this section.

(e) This section shall apply to contracts entered or renewed on or after July 1, 2011.

SECTION 3. This act shall take effect upon becoming a law, the public welfare requiring it.

HOUSE BILL NO. 1151

PASSED: May 18, 2011

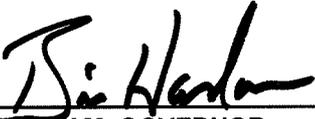


BETH HARWELL, SPEAKER
HOUSE OF REPRESENTATIVES



RON RAMSEY
SPEAKER OF THE SENATE

APPROVED this 30TH day of May 2011



BILL HASLAM, GOVERNOR