

Rental Contract with High Desert Park and Recreation

The High Desert Park and Recreation is excited to have the opportunity to work with your program on a contractual basis. By signing this agreement, you agree to the listed terms, fees, and waivers.

\*Approval/disapproval of the use of the High Desert Swimming Pool shall be made by the District Manager prior to rental. District Manager will respond in a timely manner to rental patron, if District Manager is not available the Pool Manager may sign the contract. Rentals will be limited to 2 hours and may be limited to certain days.

\*Pool employees, especially managers and guards are to always have full access to the pool and its facilities, without question.

\*Pool facility maintenance takes precedent over pool rentals. This includes but is not limited to pool water cleaning. The District Manager will do everything possible for this to not happen.

\*Questions and concerns are to be directed to the District Manager or pool manager and must be from the pool rental patron themselves, not another patron attending.

\*No admittance of Swim Members, family, or spectators until time of rental. This gives us time to empty pool of patrons, lifeguard change over and to perform any cleaning duties.

\*Rental Patrons will have access to bathhouse, the deck, and lifeguards. No use of office area unless an emergency. Pool will be closed to community patrons during rental. Lifeguards will be trained to handle walk-ins during rental hours.

\*Facilities are to be free of trash after all rentals. Lost and found and other equipment must be taken by rental patron. Rental Patron will over see setup and take down of any decorations. Food will need to be consumed in the park area of Swimming Pool and not on the deck.

\*No FOOD, DRINK IN GLASS BOTTLES OR COOLERS ARE ALLOWED ON THE DECK AT ANY TIME. In the occurrence of a glass bottle breaking, it is the law the pool is to be drained. That bill of water usage to refill the pool will be passed on to the Rental Patron.

\*No children under 7 will be left unattended at any time while pool is in use. Showers will be taken by all patrons wishing to use the pool, PRIOR to pool use.

\*Pool Rental Patron agrees to pay a non-refundable deposit rental fee of $120 in addition to $20 per lifeguard, per hour of pool usage, this amount for lifeguards will be collected at beginning of event. If we must close for any circumstances the Pool Rental Patron will be re-funded your deposit. There will be one lifeguard to every 13 people.

 \*Pool Rental Patron is responsible for attending guests and following our guidelines and rules written in this document.

\*Should there be any discrepancies/disputes with rules and regulations High Desert Swimming pool staff has the right to ask your event to leave our swimming pool.

**Waiver and Release from Liability**

In consideration for the use of the High Desert Swimming Pool, I, the undersigned on behalf of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter “the organization”), Hereby waive, release and discharge, and all claims or liabilities for death, personal injury, property damage, theft or damages of any kind, whether or not attributable to the negligence of the releasees, High Desert Swimming Pool and High Desert Park and Recreation, agents successors, assigns, or employees of any of the foregoing which may arise out of the use of the High Desert Swimming Pool by the organization for practices or meets during the 2022 season.

The organization agrees not to sue any of the persons or entities mentioned above for any claims or liabilities that I have waived, released, or discharged herein.

The organization agrees to indemnify and hold harmless, any person or entity identified in the preceding paragraphs from any claims asserted by participants in the organization or spectators at the meets which may arise out the use of the High Desert Swimming Pool by the organization for league meets or practices during the 2022 season.

I hereby certify that I have the authority to sign this release on behalf of the following organization.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Organization

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 Signature

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

 Printed Name

Price $120 for rental and 2 guards $40 per hour = $120+80 = $200.00 total rental