

# FIRST CAPITOL POOL RENTAL AGREEMENT

**Date of Application:** \_\_\_\_\_

**Applicant's Name:** \_\_\_\_\_

**Applicant's Phone Numbers:** Home # \_\_\_\_\_ Work # \_\_\_\_\_ Cell # \_\_\_\_\_

**Name of Organization:** \_\_\_\_\_

**Purpose of Function:** \_\_\_\_\_

**Date of Function:** \_\_\_\_\_ **Time of Function:** \_\_\_\_\_ **to** \_\_\_\_\_

*\*The pool may be rented on Friday and Saturday evenings between the hours of 6:00PM and 9:00PM, Saturday mornings between the hours of 10:00AM and Noon, and Sunday between the hours of 1:00PM and 9:00PM. (2 HR MIN. & 3 HR MAX.)*

**Approximate Attendance:** Spectators \_\_\_\_\_ Swimmers \_\_\_\_\_

**Deposit Required: \$50 pd** \_\_\_/\_\_\_/\_\_\_ **(Cash Ck#** \_\_\_\_\_ **)Fees Required: \$100/2hrs \$125/3 hrs**  
*All required fees are due at time reservation is made. A full refund will be given if pool manager has to cancel due to equipment failure or bad weather and the renter is unable to reschedule for another day. Lifeguard fees are \$10 per hour / per guard which is due and payable in cash at time of reservation. Eligible refunds will be available for retrieval upon 1<sup>st</sup> business day after party. Any cash refund not retrieved within 60 days after party date will be deposited to the City General Fund without notice.*

**Confirmation & Policy Rec'd:** \_\_\_\_\_ **Applicant Acceptance:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Renter Initial Renter Signature

CLEANUP	COMPLETED	INITIALED by APPLICANT	INITIALED by GUARD
Deck Area: All trash and party debris picked up			
Bathrooms: All trash picked up and surfaces wiped down			
Concrete Sprayed Down with Water Hose			
Trash Cans emptied & put in park dumpster			
Parking Lot: All trash and party debris picked up and thrown in dumpster			

**OFFICE USE ONLY:**

**Application Taken By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Life guards needed:** 2    3    4    5

**Life guards working:** \_\_\_\_\_

**Applicant eligible for Refund:** YES \_\_\_\_\_ NO \_\_\_\_\_

**Deposit Returned:** YES \_\_\_\_\_ NO \_\_\_\_\_ (Cash Deposits not retrieved within 60 days will be deposited to City General Fund)

**Deposit Returned to:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**\*\*\*\*\*THIS FORM MUST BE TURNED IN TO CITY HALL BY LIFEGUARD\*\*\*\*\*  
 FOR RENTER TO BE ELIGIBLE FOR DEPOSIT RETURN**

**RELEASE, WAIVER, INDEMNIFICATION AND  
HOLD HARMLESS AGREEMENT**

For and in consideration of being permitted the right to enter and use the swimming pool facilities located at 1300 N 13<sup>th</sup> St, West Columbia, Brazoria County, Texas known as First Capitol Pool owned by the City of West Columbia and operated by West of the Brazos Aquatics (hereinafter "Releasees"), the undersigned \_\_\_\_\_ (hereinafter "Releasor"), does hereby, for his/her spouse, parents, heirs, minor children, assigns, legal representatives, and guests, **RELEASE, WAIVE, DISCHARGE and INDEMNIFY** the City of West Columbia and West of the Brazos Aquatics, its successors and assigns, officers, agents and employees, from and against any and all injuries, damages, claims, losses and/or liabilities and causes of action of any kind or character, including, but not limited to, permanent injury or death, accruing to Releasor or the above named individuals, regardless of how such damages occur or are sustained, as well as while traveling to and/or from facilities.

**RELEASOR AGREES TO HOLD HARMLESS AND INDEMNIFY RELEASEES AND/OR ITS ON-DUTY PERSONNEL FOR ANY CLAIMS OR LAWSUIT ARISING OUT OF OR IN ANY WAY CONNECTED TO RELEASOR'S, OR ANY GUEST OF RELEASOR'S, PRESENCE AT THE FACILITY UNDER THIS AGREEMENT.**

**RELEASOR UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT RELEASEES MAKE NO REPRESENTATION OR WARRANTY AS TO THE CONDITION, FITNESS FOR USE, SAFETY CONDITIONS OR SERVICES OF THE SWIMMING POOL FACILITIES AND RELEASOR ACCEPTS THE RIGHTS AND PERMISSIONS HEREIN GRANTED TO ENTER UPON AND/OR USE THE SWIMMING POOL FACILITIES AS SET FORTH ABOVE WITH THE FULL KNOWLEDGE, UNDERSTANDING AND AGREEMENT THAT SUCH USE, SWIMMING ACTIVITIES AND POOLSIDE ACTIVITIES CAN BE HAZARDOUS AND DANGEROUS AND RELEASOR ACCEPTS ANY AND ALL SUCH RISKS OF LOSS, INJURY OR DEATH.**

Releasor further acknowledges and accepts responsibility for the conduct and safety of all minors, swimming and non-swimming, entering the facilities under this agreement.

Releasor expressly agrees that this Release, Waiver, Indemnification and Hold Harmless Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that if any portion hereof is held to be invalid, it is agreed that the remainder of the provisions hereof shall, notwithstanding, continue to full legal force and effect.

Releasor has carefully read this agreement and fully understands its contents. Releasor is aware that some of the provisions hereof are intended by the Releasor and Releasees to be a waiver and release of liability in favor of Releasees and Releasor has signed it of Releasor's own knowledge and free will. Further, but for Releasor's execution of this agreement, Releasor would not allow Releasor, or minor children for which Releasor is responsible, to enter upon the swimming pool facilities.

IN WITNESS WHEREOF, Releasor has executed this Release, Waiver and Indemnifications Agreement on the date shown below and understands that this Agreement shall apply and be binding against Releasor during the entire time period during which Releasor or persons under the care, custody or responsibility of Releasor are upon the swimming pool facilities and/or traveling to and from such facilities.

Releasor Statement: I swear or attest that I am a representative of and authorized to enter into this agreement for any business, school, club or other entity of which those entering the pool facilities are associated with.

\_\_\_\_\_  
Releasor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Releasor's Printed Name

\_\_\_\_\_  
Entity Being Represented (if applicable)