

RENTAL RESPONSIBILITIES, RULES, AND REGULATIONS

Welcome to the Silliman Family Aquatic Center! We hope your event here is enjoyable and memorable. In order to provide you with the safest and most pleasant environment we must insist on the following responsibilities, rules, and regulations:

(Initial) Food/Drink: NO outside food or drinks allowed unless it is bottled water. All food and drinks must be purchased from Ollie's Poolside Café. The café hours are subject to availability and or change at any time. NO balloons, or party decorations permitted at any time.

(Initial) Clean up: It is the responsibility of all group users to clean up after themselves. Excessive spills must be cleaned; including any trash. All items that have been brought into the facility must be either placed in a trash can or be removed from the facility prior to exiting the building. **A minimum of a \$25.00 Cleaning Charge will be taken from your deposit if clean-up is not completed.**

- All children 5 and under must be accompanied by an adult, in or out of the water, at all times.
- All swimmers must have a traditional swimming suit. No cutoffs, t-shirts, leotards, jeans, etc.
- Know and take responsibility for all of your guests.
- Place someone in charge if you must leave the facility.
- End your event without disturbance. Ensure all guests leave the facility premises (including parking lot area) immediately following your rental.
- Remove all equipment you brought to the facility within the hours stated on the reverse side of this application.
- Accept responsibility for damage or loss of equipment.
- All users will conduct themselves in a courteous and professional manner at all times and shall not in any way infringe on the rights and operation of any tenant or customer of the Aquatic Center.
- The City of Newark reserves the right to photograph facilities, activities, and program participants for potential use in advertising brochures and the City's web page. All photos will remain the property of the City of Newark.

Deposit:

If the rental responsibilities are not adhered to and/or damage to the facility is incurred, additional charges will be charged to the credit card on file. You will be contacted by a Silliman Activity & Family Aquatic Center staff member prior to any charges.

In consideration of being permitted to participate in any way & in consideration of the rental benefits provided by the City of Newark, I hereby agree that neither I, my successors, assigns, nor anyone acting on my behalf will make any claim against or sue the City of Newark, its officers, agents, employees, or volunteers for injury or damage resulting from the condition of any facility, or negligence, carelessness, or other acts or omission, howsoever caused by the City of Newark or any of its officers, agents, employees and volunteers, or any third party or entity of any description as a result of my participation in the event or activity set forth above. In addition, I hereby release the City of Newark or its officers, agents, employees, and volunteers from all claims or lawsuits that I, my successors, assigns, or anyone acting on my behalf may not have, or may hereafter at any time have injury or damage due to any negligence, carelessness, or other acts or omissions, however caused by the City of Newark or any of its officers, agents, employees, volunteers, or any third party or entity of any description including, but not limited to: (1) resulting from the condition of any improved facility which has been reasonably maintained; (2) resulting from the condition of any unimproved City facility; (3) suffered by me while participating in or traveling to & from the event or activity set forth above; (4) increased or compounded by rescue operations or procedure; or (5) suffered by me in any other activity associated with the event or activity aforementioned. This release does not apply to intentional and/or willful acts of misconduct by City of Newark or any of its officers, agents, employees, or volunteers.

I hereby agree to all terms and policies on this application and affirm all statements made on this application are true and correct. Violation of this agreement will result in immediate closure of the activity and 100% forfeiture of rental fees and deposit.

Applicant Signature: _____ Date _____