



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) Payment Balance: all fees are due and payable at time of confirmation of your booking and you are fully responsible for all parties in your group.

(Initial) Food/Drink: - Customers may only bring in food that is non-competitive with our café menu or you may choose to order from our café. (If you choose to order from us, we require your order 1 week prior to your group reservation.) Café Main Items: pizza, nachos, hot dogs, corn dogs, chicken nuggets. No large trays, platter or bowls of food, birthday balloons, cake/cupcakes or gifts are allowed on the pool deck. Rooms may be available for your usage if you have a facility buyout or you can rent rooms in addition to your pool rental. **NO ALCOHOLIC BEVERAGES ALLOWED.**

(Initial) Clean up (for your reservations with a room rental): Remove all items from tables. Excessive spills must be cleared; ice may not be dumped on the grass, in the planters, or in the pool. All food refuse must be placed in garbage bags. All cartons, boxes, packing crates, etc. must be removed to the Aquatic Center dumpster. **A \$35.00 per hour Cleaning Charge will be taken from your deposit if clean-up is not completed.**

- Meet all due dates given on the reverse side of this application.
- 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 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 event.
- 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.
- No signs of any type can be placed outside the facility or pool any time without proper consent of the Recreation and Community Services Department staff.
- No direct selling, receiving, consideration, or execution of contracts may be undertaken by the user without prior approval by the Recreation and Community Services Department staff.
- 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.
- User's vehicles shall be parked in designated parking/loading areas only.

Refundable Deposit:

If the rental responsibilities are adhered to, your deposit will be refunded. If you paid your deposit by credit card, your refund will happen within a week of your party back to the credit card on file only. If you paid your deposit by check or cash, it takes approximately two to three weeks after your event, and a check, payable to the applicant, will be issued by the City of Newark.

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. I further agree to all policies stated in the "Recreation and Community Services Department Facility Use Rules, Regulations, and Guidelines" brochure and affirm that I have received a copy of the brochure. I accept responsibility for all guests attending the activity. Violation of this agreement will result in immediate closure of the activity and 100% forfeiture of rental fees and deposit.

Applicant Signature: _____ Date _____