

**YMCA OF THE PIKES PEAK REGION
POOL RENTAL GROUP USAGE POLICY & AGREEMENT**

The following rules and regulations have been established by the YMCA of the Pikes Peak Region to govern usage of its swimming pools by rental groups.

Group Name: _____

**TERMS AND CONDITIONS OF THE FACILITY RESERVATION
AGREEMENT TO BE GIVEN TO RESIDENT UPON COMPLETION OF
CONTRACT**

The User is responsible for the conduct and welfare of all persons attending the event and using the Facility during the use period, supervision of minors, damages and all fees due, and shall hold Management and the YMCA harmless from any and all claims resulting from the use. The User is further responsible for paying full replacement cost or full repair cost, as determined by the YMCA, for any property loss or damage resulting from the use of the Facility property by User or the User's guests.

This Agreement is not transferable. Violation of this provision, any other provision of this Agreement or any Facility rule, procedure, or regulation, will result in the immediate termination of this Agreement and event at the sole discretion of the YMCA. Reserving the facility for more than one consecutive day may result in the addition of the resident's total number of annual events unless such activity, program or other event is pre-approved by the Meridian Metro Service District or the YMCA.

Alcohol is not allowed on the premises.

No candles, with the exception of birthday candles, or open flames are permitted anywhere on Facility property. Chafing dishes requiring Sterno-type canned-heat sources are permitted. A grill will be provided in the pool area. Users are not permitted to bring a grill or other cooking devices to the Facility.

Use of an amplified sound system is subject, at all times, to the applicable noise ordinance restrictions of El Paso County. Use of the exterior sound system speakers at the Facility must conclude no later than 11:00 p.m. This includes the outdoor patio, pool area and main entrance. The YMCA will be the final authority on whether the noise level, outside or inside of the Facility, is a nuisance.

A \$200.00 security deposit (check or credit card) must be on file at time of making the reservation. The security deposit, if required, may be deposited. A User may cancel this Agreement up to 48 hours prior to the scheduled event and the amount will be returned. The User will get security deposit returned following the week of said event. An administration fee of up to \$50, at the sole discretion of the YMCA, may be charged and deducted from the security deposit for reservations cancelled within 48 hours of a scheduled event. Residents must provide a separate deposit check for each event reserved. Additionally, if the duration of the reservation agreement is increased with less

than 48 hours' notice a fee of \$50 will be assessed independently of any applicable after hour fees.

All estimated Facility, Pool, Equipment Rental and Event Monitor(s) fees must be paid to the YMCA at the start of the reserved event. Additional fees incurred above the estimated fees shall be paid within five days of the invoice date.

The Facility shall be used only for the purpose set forth in the Agreement and User and all persons attending an event may only use the areas reserved for use during the approved time. The User shall be responsible for ensuring that all attendees remain in the reserved areas. If the event takes place during Regular or Summer hours, other non-reserved areas of the Facility will continue to operate normally, however non-reserved areas are off limits to those in attendance of the said reserved event.

The User may post signs with authorization from the YMCA. No solicitation is allowed on the Facility property. The Meridian Service Metropolitan & YMCA names and logos may not be used.

Supervision by a responsible adult (18 years or older) is required in all areas subject to this Agreement. Failure to provide adequate adult supervision will be grounds for termination of this Agreement.

In order to reserve a room, the User must be: (1) a minimum of eighteen years of age; (2) a "Member in Good Standing" and (3) in attendance during the entire time of the event, including set-up and clean-up. The User must also act as the contact person for the YMCA.

The YMCA reserves the right to cancel this Agreement and any event if such event has not commenced two hours after the start of the reservation. Such cancellation will be considered a termination, and an administration fee of up to \$50, at the sole discretion of the YMCA, may be charged and deducted from the security deposit.

YMCA RIGHTS

The YMCA reserves the right to reject any reservation it believes would: 1) disrupt or impair the Facility's normal operations; 2) be inconsistent with the image, reputation, purpose or function of Management or the YMCA; or, 3) violate any the policies and procedures of the Facility.

The YMCA reserves the right to modify or terminate any Facility Reservation Agreement and reservation schedule to accommodate program changes or other unforeseen circumstances. When a reservation must be changed or cancelled, the YMCA will notify the User as soon as possible. If a mutually agreeable alternative date and time for the reservation cannot be agreed upon by the User and the YMCA, the Facility Reservation Agreement shall be deemed terminated and the User will receive a full refund of the security deposit less any applicable charges. The parties agree that except for the obligation to provide a full refund in the event of cancellation by the YMCA, the YMCA and/or Management shall have no liability to the User for any damages claimed by the User as a result of any such cancellation.

Set-up and clean-up of the reserved area(s), including moving of all furniture, is the sole responsibility of the User unless prior arrangements are made with the YMCA. Decorations must be pre- approved by the YMCA and User may not attach anything to walls, ceilings or floors unless preapproved by the YMCA (no staples, tacks, pins, nails or glue may be used for decorations). Only painter's tape will be allowed upon request.

Clean-up of the reserved area(s), including trash pick-up, vacuuming, etc., is the sole responsibility of the User. Stains on walls, windows, ceilings or carpets are also the sole responsibility of the User, who will be held liable for their removal. If the room is not properly cleaned, as determined by the YMCA in its sole discretion, the YMCA may assess a cleaning charge. User is responsible to remove all event trash and place it entirely in the dumpster located in the parking lot. User is responsible for removing all items from the premises the day of the event.

WALKTHROUGH

The YMCA and the User shall conduct an entry and exit walk-through to verify the condition of the reserved area(s) and to determine if any damage was caused to the Facility or equipment during the use period. At the completion of the entry and exit walk-throughs, the User and the YMCA shall sign a separate Facility Reservation Checklist verifying the condition of the room.

INSURANCE

Any User in whose name the Facility or any portion thereof is reserved shall be liable for any and all property damage and loss to any portion of the Facility arising out of the use or operation of the Facility by the User, or any acts or omissions of User or any third party who attend or participate in any event or function hosted in the Facility by the User. For Member Community Use events, each Member is responsible for their own conduct and for all damages and costs incurred as a result of their actions. As a condition of the YMCA entering into this Agreement and User's use of the Facility, User shall be required to provide liability insurance coverage in such form and manner as the YMCA, in its sole discretion, shall require. The minimum general liability limits of insurance coverage required will be based on various factors including, but not limited to, the size of the event, number of anticipated participants or guests, the activities to be conducted during the event, and the extent, if any, to which alcohol will be served or made available during an event. In its discretion, the YMCA may require the User to provide one of the following: 1) a copy of the Declarations page of User's current homeowners or renters insurance policy reflecting third-party liability insurance coverage in an amount at least equal to \$100,000 per person/\$300,000 per accident; 2) a separate liability policy covering the proposed event or a rider to an existing policy affording such event coverage; or 3) a Certificate of Insurance in an amount and form acceptable to the YMCA which may include an endorsement naming Management and the YMCA as additional insurers. User shall provide valid proof of insurance to the YMCA no later than 10 business days prior to the scheduled event. Failure to provide proof of insurance required by the YMCA in accordance with these policies and procedures shall void this Agreement and will result in cancellation of the event. Under such circumstances, the User agrees that Management and the YMCA shall not be liable for any consequential losses, damages or expenses arising from the cancellation of the event. The User, on behalf of itself, its assigns, heirs, representatives and liability insurance carriers, hereby agrees to waive any right of subrogation, indemnification or contribution that it may have

against Management or the YMCA or any of its representatives or agents for any claims, demands, damages or losses arising in any way out of or in connection with the event or activity.

INDEMNIFICATION AND HOLD HARMLESS

User covenants to indemnify and hold harmless Management and the YMCA, its officers, directors, members, employees, agents and volunteers from and against any claims, losses, liabilities, costs, damages, or related expenses incurred by Management or the YMCA, its officers, directors, members, employees, agents and volunteers, as a result of any injury to any person or any damage to any property arising in any way out of the use of the premises by User or any employee, agent, independent contractor, invitee, guest or licensee, including any person attending or attempting to attend the event or activity for which the premises are being reserved, whether or not such person has been invited or authorized to attend by User. User's liability under this paragraph shall include all costs and expenses incurred, including, but not limited to, reasonable attorney's fees. Management's and the YMCA's right to indemnity under this Agreement shall arise even though joint or concurrent liability may be imposed on Management and the YMCA by statute, ordinance, regulation, or other law.

ASSUMPTION OF RISK

There are inherent risks to any individual who chooses to use the Facility including, but not limited to, risks of serious physical injury or death resulting from the use of the swimming pool, participation in exercise programs or other use of the Facility. These inherent risks include the potential for bodily injury or death resulting from drowning, physical activity or exertion and participation in exercise programs or other recreational activities at the Facility. Each person who elects to use the Facility voluntarily assumes the inherent risks in doing so, and assumes responsibility for ensuring their own safety and well-being during the use of the Facility. Under no circumstances shall Management and/or the YMCA be held liable for any physical injury, death or loss of personal property or other belongings arising from the use of its Facility.

All persons using the Facility are urged to obtain a physical examination before engaging in any physical activity or exertion at the Facility, and should ensure that they are physically and mentally fit to engage in any physical activity before doing so. All persons using the Facility are responsible for knowing their own physical limitations, including, but not limited to, their own swimming ability, and are personally responsible for participation in any activities or programs at the Facility.

Management and the YMCA do not provide any form of medical coverage to Users or staffs who use the Facility, and Management and the YMCA strongly urge all Users and staff of the Facility to maintain comprehensive health insurance that provides appropriate coverage for any healthcare expenses or other costs of medical treatment resulting from any injuries that may occur. Management and the YMCA disclaim any financial responsibility for any medical treatment or healthcare expenses attributable to any care and treatment that may result from injuries sustained at or during the use of the Facility.

In consideration of the YMCA furnishing services, equipment and/or the Facility for swimming and other recreational activities, each person using the Facility, whether a Member, User, guest, or otherwise, shall sign an individual waiver and release as is

requested by the YMCA before they will be permitted to participate in such activity or use of such equipment and Facility.

*These rules are subject to change by Board of Directors at anytime based on recommendations from the YMCA staff.****