



**Dennis Malone Aquatic Center**

## **Business-Use Facility Rental Agreement** (revised: 7/2019)

**Who:** The Dennis Malone Aquatics Center may be rented by private residents and outside organizations. Rental requests may be submitted online or in person at the pool. The request must be approved by the Aquatics Supervisor and depending on the nature of the activity may require Board of Park Commissioners approval.

**Where:** Dennis Malone Aquatic Center located at 325 Mix Street Bristol, CT

**When:** Availability is subject to regularly scheduled activities. Dates and times must be approved by the Aquatic Supervisor.

**Times:** Facility is rented according to pool availability

### **Fee Schedule:**

**Private Resident Birthday Party-** \$180.00/per hour + a separate \$50.00 refundable deposit check

**Private Non-Resident Birthday Party-** \$240.00/per hour + a separate \$50.00 refundable deposit check

**Non-Profit Organizations-** \$100.00/per hour (during normal operating hours- 1-hour rental minimum). \$200.00/per hour (outside of normal operating hours- 2-hour rental minimum).

**For-Profit Organizations-** \$200.00/per hour (during normal operating hours- 1-hour rental minimum). \$300.00/per hour (outside of normal operating hours- 2-hour rental minimum).

*\*BPRD reserves the right to prioritize rentals based on the following requirements\**

**Priority groups are defined as follows:**

**Priority 1:** Any program or event sponsored by the City of Bristol Parks and Recreation and Board of Education

**Priority 2:** Local non-profit/athletic groups consisting of participants comprised of at least 80% Bristol residents

**Priority 3:** For-profit and other organizations comprised of 79% or fewer Bristol residents.

**Please Note:** This fee includes lifeguard staff, facility maintenance staff, and either, exclusive or non-exclusive access to the facility depending on the nature of the rental. Acceptable forms of payment: cash, check, Visa, Mastercard, and Discover. Please note that there is a \$25 fee for any returned checks.

*Bristol Parks and Recreation reserves the right to run simultaneous, regularly scheduled activities during your rental period. The number of lanes or space provided during your rental will be pre-approved by the Aquatics Supervisor based on schedule availability and your organizational needs.*

### **Basic Registration Information**

Rental Organization: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Information: Phone # \_\_\_\_\_ Email: \_\_\_\_\_

Rental Date(s): \_\_\_\_\_ Hour(s) of Rental: \_\_\_\_\_ Approximate Head Count: \_\_\_\_\_

What Are The Ages? \_\_\_\_\_ What Is the Adult to Child Ratio? \_\_\_\_\_ (If under 7, ratio MUST be 1:1)

Do You Need Any Special Equipment or Supplies? \_\_\_\_\_

Rental Purpose: \_\_\_\_\_

### **Payment/Confirmation (Office use only)**

Half of the balance is due at the time of reservation in order to secure the date. We are unable to “hold” dates while awaiting payment. The remaining balance must be paid the date of rental. Failure to pay in full will result in immediate termination of the agreement. There may arise circumstances in which alternative payment schedules are set up, such as long-term pool rental.

**Total Due:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Staff Initial:** \_\_\_\_\_

**Payment Received:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Staff Initial:** \_\_\_\_\_

### **RELEASE OF LIABILITY & INDEMNITY AGREEMENT:**

I have read and understood the rental agreement. Renter will indemnify and save harmless the city of Bristol against and from all liabilities of every kind and nature which result from Renter's treatment of, or instructions to, its invitees which may be assessed by the city of Bristol. **RENTER ACKNOWLEDGES THAT THE NATURE OF THE PREMISES AS A SWIMMING POOL FACILITY IS INHERENTLY DANGEROUS AND THAT INJURY FROM ANY ACTIVITY IN OR AROUND THE POOL INCLUDING DROWNING AND SLIPPING ON WATER ANYWHERE ON THE PREMISES MAY OCCUR. RENTER EXPRESSLY ASSUMES ALL SUCH RISK OF INJURY. IT IS THE INTENT OF THE PARTIES AND THE ESSENCE OF THIS AGREEMENT THAT THE RENTER, IT'S AGENTS, EMPLOYEES AND INVITEES ENTER UPON AND USE THE PREMISES AT THEIR OWN RISK AND THE CITY OF BRISTOL, THE OWNER OF THE PREMISES AND HIS SUCCESSOR-IN-INTEREST SHALL BEAR NO RESPONSIBILITY OR LIABILITY FOR INJURIES.**

Signature below indicates that the party host has entered into this facility rental agreement and agrees to all outlined terms and conditions:

\_\_\_\_\_  
Renter Signature

\_\_\_\_\_  
Renter Name Printed

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

\_\_\_\_\_  
Aquatic Supervisor Signature

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

### **Pool Rules and Regulations**

1. Proper swimming attire must be worn in the pool. Proper attire is subject to lifeguard's discretion. **Bathing Suits only.** No athletic shorts or cotton t-shirts. Rash guards are allowed only if properly fitted.
2. Non-disposable swimming diapers are required for all children who are not toilet trained.
3. All patrons need to check into the facility prior to entering the pool. Pool schedule is subject to change. All patrons must be **out of the building** no later than 15 minutes after closing.
4. Children **under 11 years of age** must be accompanied in the building by a parent or adult at least 18 years of age. Children **under the age of 8** must be accompanied in the water by an adult at all times. No exceptions.
5. Per public health code, all persons **must shower** before entering the pool. Any person known or suspected of having a communicable disease shall not use the pool. Spitting, urinating, or blowing the nose in the pool is prohibited.
6. The pool is not to be used unless there is a lifeguard on duty.
7. Please be aware that management reserves the right to close a pool and cancel events at any time for weather-related concerns, thunder or lightning, fecal incidents, vomit in the pool or any chemistry-related issues, etc.
8. Breath-holding games or similar activities are prohibited.
9. Use of flotation equipment is limited to supervised classes and adults. Children will not be allowed to use flotation belts, face masks, snorkels, fins, water wings, inflatables, beach balls, kickboards, noodles, goggles with nose pieces, life jackets, and other equipment during open swim sessions. Pull buoys, kick boards, and class equipment may be used for lap swimming with permission of the lifeguard on duty.
10. Any activity that may endanger patron safety or the facility including running, “horseplay”, hanging on the lane lines, or improper use of equipment, is not allowed. Threatening, harassing, or bullying behavior will not be tolerated on premise and are grounds for immediate dismissal from the facility.

11. Food and/or glass containers are not allowed in the pool or locker room areas. Plastic beverage bottles may be used on the pool deck. Patrons must clean up all trash they bring into the facility.
12. Diving is prohibited in water less than 4 feet deep. Only shallow water dives are permitted into water less than 8 feet deep. While using the diving board: only front dives are allowed. No back dives, inwards, flips, or trick jumps/dives are permitted.
13. Use of starting blocks is only allowed with lifeguard's permission.
14. Tobacco, narcotics, vapor, and alcohol products of any kind are not allowed in the facility or on facility grounds.
15. Bandages, bobby pins, or chewing gum are not to be used in the pool.
16. Visiting with or distracting lifeguards on duty is prohibited.
17. Young children and disabled adults must be accompanied by someone able to assist them in dressing/undressing, showering, and entering/exiting the pool. For safety reasons, staff are prohibited from leaving their posts to assist with these functions.
18. Children **under** the age of six are permitted to use either locker room with adult supervision. Children **six and older** must use their gender-appropriate locker rooms. Private locker room space is available, please ask a staff member for assistance.
19. BPRD reserves the right to schedule swim lessons, swim meets, team practices, special events, and to limit swimmer and spectator capacity for health and safety reasons as needed.
20. Private swim lessons or group classes are not allowed at any time unless it is a BPRD sanctioned program. Furthermore, outside entities/groups wishing to use the facility as a group must adhere to additional policies and/or fees. More information can be obtained from the Aquatic Supervisor.
21. Use of any media devices, including but not limited to: cameras, video recorders, and cell phones are strictly prohibited in all restrooms and locker rooms. Furthermore, regarding electronic devices: **safety first**, please keep a constant eye on your child and do not become distracted from supervising your child.
22. BPRD is not responsible for lost or stolen items. If locks are used, they must be removed by the end of each business day or they will be cut off.
23. All injuries occurring on premise must be immediately reported to a staff member or lifeguard on duty.
24. Spectators must remain in the bleacher area. For health and sanitation reasons, street shoes **may not** be worn on the pool deck.

**Enforcement of rules is subject to Lifeguard's discretion. Rules are subject to change without prior written notice. Management reserves the right to eject anyone who fails to comply with these safety rules. Refunds on admission fees will not be given.**

Please sign that you have read and understand our pool rules: \_\_\_\_\_ Date: \_\_\_\_\_

Aquatic Supervisor Initial: \_\_\_\_\_ Date: \_\_\_\_\_

## **Additional Facility Rental Guidelines**

Swim lane rentals during normal operating hours are for instructional use only. Instructor must hold certification in at least one of the following: American Red Cross, USA Swimming, USA Masters Swimming, or PT. A copy of the certification and proof of CPR/First Aid/AED plus Safety Training for Swim Coaches training must be presented with the completed rental form. All instructors must be insured and submit a Certificate of Insurance for \$2M naming the City of Bristol as "additionally insured".

Diving board rentals requesting use of the diving board are for dive teams only. All rental requests for the diving board must be made by a certified diving coach; who will be present during the duration of the rental time. A copy of the coach's USA Diving certification and CPR/First Aid/AED plus Safety Training for Swim Coaches must be attached to the request. A coach must be present at all times when diving boards are in use.

Lifeguards are provided by the city of Bristol for all rentals. Private lifeguards are not allowed; all lifeguards must be city of Bristol employees. All instructors must be insured and submit a Certificate of Insurance for \$2M naming the City of Bristol as "Additionally insured".

**Insurance** – The City requires a certificate of insurance (Accord or other approved format) naming the City of Bristol as "additionally insured", for the following: General Liability (including completed operations coverage) in the amounts of \$1,000,000 (combined single limit) Bodily Injury/Property Damage coverage per occurrence, and \$2,000,000 general aggregate coverage.

In addition to the above, the business shall provide a certificate of insurance showing coverage for Worker's Compensation as defined in the Connecticut General Statutes, in the minimum amounts as specified therein. Said insurance shall be provided at the sole expense of the business with an insurance company which is licensed to do business in the State of Connecticut. If renter

exceeds their rental time there will be a penalty of \$50 per 15 minutes. All groups renting the pool shall observe all pool rules. The lifeguard on duty is the authority during the rental. Two lifeguards are provided for the rental fee. If a group exceeds more than 50 people, additional lifeguards will be required at a rate of \$30 per hour, per lifeguard to be paid for by the renter.

Reservations must be made by applicants 21 years of age or older. The applicant, not a designee is required to fill out the form and sign the form. Make all checks payable to: Bristol Parks & Recreation Department. We also accept: Visa, MC, or Discover for all payments. Cash is not accepted for rentals.

General admission into the facility for use of the designated area is included in this rental. All guests must check in at the front desk during normal hours of operation. Any activities that are deemed unsafe by staff will result in expulsion from the facility with no refund. The building and equipment must be used and treated appropriately. Renters are responsible for the financial cost of replacing equipment that is broken during their use. All pool rules must be observed and followed during the rental period. Pool rules will be furnished at the request of the renter and provided within a reasonable time prior to the rental date. Any questions regarding the pool rules must be brought to the attention of the Aquatic Supervisor.

Renter Initial: \_\_\_\_\_ Aquatic Supervisor Initial: \_\_\_\_\_ Date: \_\_\_\_\_