



**BISBEE MUNICIPAL POOL
FACILITY RENTAL/ GROUP USE PERMIT**

This agreement is made and entered into as of this _____ day of _____, 20____, by and between the City of Bisbee, Arizona, hereinafter referred to as "City" and _____, hereinafter referred to as "GROUP".

GROUP INFORMATION

Group Name: _____
Representative/Contact Name: _____ Title: _____
Phone No.: _____ Fax No.: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____

GROUP ATTENDANCE INFORMATION

AGE GROUP RANGE (Youngest age - oldest age): _____
DATE(S): _____
DAY(S) OF THE WEEK: _____
ARRIVAL TIME: _____ DEPARTURE TIME _____

COST INFORMATION

The pool can be rented Sunday through Saturday between the hours of 6:00 p.m. to 11:00 p.m. for private pool parties, excluding the public, for \$60 per hour plus personnel costs of \$15 per hour, per staff member. A \$50 refundable cleaning deposit is also required. Fees for a party during open swim hours are \$25 per hour. No additional personnel fees required for open swim timeframe.

Description of Activity Planned: _____

Services requested from the City: _____

Number of Lifeguards requested/required: (2 minimum, based on number of people to attend) _____

Facility fees paid: \$ _____
Personnel Costs paid: \$ _____
Additional Fees that may apply: \$ _____
Total Fees Paid: \$ _____

RULES AND REGULATIONS FOR GROUP USE

1. When checking in at the pool, the group leader or supervisor of your group must check in with the cashier.
2. The group leader/supervisor of the group must give the cashier:
 - The names of all group leaders and supervisors in attendance.
 - The name of the group.
 - The number of participants in the group – both adults and children.
 - Information on requirements of any special needs children
3. Each group must provide one (1) adult supervisor for each eight (8) participants under the age of fifteen (15) who are able to swim. To be classified as a “swimmer,” a child must be able to swim the length of the pool, tread water for one (1) minute, and float on his or her back for one (1) minute without any assistance. Swim tests may be requested by a lifeguard and must be performed at the time of request.
4. Each group must provide one (1) adult supervisor for each three (3) children who are non-swimmers or who are not able to pass the swim test.
5. The group is responsible for providing supervision at the required ratio. Supervisors must be at least eighteen (18) years of age and be able to swim.
6. All group supervisors must directly watch and supervise the children during the entire session, and must maintain orderly behavior at all times.
7. All pool rules and regulations must be observed. Group leaders and supervisors are responsible to review the pool rules with the group. These rules are outlined in the following section, “Pool Rules”.
8. Use of the pool facility is restricted to the main pool area. The kiddie pool is not available for group use.
9. Group leaders and supervisors are responsible for the safety of their charges and must conduct themselves in a mature and responsible manner to accomplish this.
10. Group leaders, supervisors and participants must cooperate with pool staff to ensure compliance with pool rules and policies.
11. The presence of lifeguards or other pool staff does not relieve group leaders and supervisors of their oversight of responsibilities.
12. The City of Bisbee is not responsible for any lost, stolen, misplaced, or unattended personal items of the group leaders and supervisors or group participants, including but not limited to, items left in the locker rooms or pool area.
13. Each group must remove and properly dispose of all materials, food, drinks and other items that are brought onto the premises by the group.
14. The City of Bisbee reserves the right to close this facility whenever it is determined, at the discretion of the Pool Manager, the Parks and Recreation Coordinator, or their designees, that such action is necessary for the proper maintenance of this facility or for the health and safety of any potential users of this facility.
15. The City of Bisbee reserves the right to eject any person from the pool facility, and to deny the privilege of further usage, as may be necessary to

- maintain safety, as determined in the sole and absolute discretion of the pool staff. This includes any failure to obey a lifeguard on duty.
16. Transportation to allow the group to leave the facility must be readily available at any time.
 17. The group must notify the City at 432-6042 and 432-6004 in advance if they plan to cancel for any reason. The City will notify the group by phone if the pool is closed for any reason.
 18. The Representative of the group agrees that all participants, group leaders and supervisors of the above stated group will follow all facility and pool rules. The City of Bisbee does not waive the limitation of liability provided to owners who allow use of property for public recreational or educational purposes, pursuant to A.R.S. § 33-1551.

POOL RULES

1. Obey Lifeguards and pool staff;
2. Use the toilet before entering the pool or kiddie pool;
3. Shower before entering the pool or kiddie pool;
4. Do not enter the pool or kiddie pool with a cold, skin or other body infection, open wound, diarrhea, or any other contagious condition;
5. If incontinent, tight fitting rubber or plastic pants or a swim diaper is required;
6. Swimsuits (non-revealing), or swim trunks only;
7. All children under the age of eight (8) and non-swimmers must be accompanied by a parent or responsible adult;
8. You must be able to swim the length of the pool, float for one (1) minutes, and tread water for one (1) minute before you are allowed in the deep end;
9. The City of Bisbee is not responsible for any lost or stolen items;
10. No diving in the shallow end of the pool;
11. No running, no pushing, no horseplay, **NO EXCEPTIONS!**
12. No dunking, shoulder rides, excessive splashing or yelling;
13. No spitting, blowing nose, or discharging of bodily wastes in pool area;
14. No abusive language or profanity;
15. Floatation devices must be Coast Guard approved life jackets.
16. Parent/Guardians will be held responsible for the conduct and actions of their children and guests.
17. Consumption of food and beverages is permitted only in the fenced area of the ramada. Gum chewing is not permitted anywhere in the facility. Smoking and alcohol consumption is also not permitted. Any patron suspected of being intoxicated will be required to leave the pool facility;
18. No glassware is allowed in the facility;
19. The pool will not be used unless there is a minimum of two (2) lifeguards present for duty. No swimming alone;
20. Baby carriages and strollers must be stored safely away from pool edge;

21. Dogs and other animals are not permitted in the facility unless animal is needed due to disability;
22. The City of Bisbee reserves the right to close this facility for any reason;
23. Anyone who fails to comply with these rules may be denied admittance to the pool or removed from the pool and the pool area by the pool staff.

RELEASE AND HOLD HARMLESS AGREEMENT

Swimming activities, by their very nature, may present circumstances that place the participants at some risk of injury. The potential of injury varies significantly depending on the types of activities and the intensity of involvement. Please make sure that you have inspected the area to be used and that you have determined that this will be appropriate for you, your child or ward, if applicable, and your guests, based upon their particular physical conditions, their level of training and experience and the plans for your event. As a condition for allowing your use of this facility, the City of Bisbee will require that you release and hold harmless the City from claims that may arise from this activity. The City of Bisbee will also require that all participants comply with all rules for the use of this facility and with any directions received from the City staff or lifeguards. The City reserves the right to remove any persons who do not comply with these requirements.

The undersigned hereby agrees to assume all of the risks and to accept personal responsibility for any and all injuries and damages that I, my child or ward, or my guests may sustain as a result from participation in this pool party. I hereby release, indemnify, hold harmless and agree not to sue the City of Bisbee, its officers, employees and agents, for all demands, losses or damages, including personal injury and death, caused by or alleged to be caused, in whole or in part, by any actions or by the negligence of the released parties. I hereby authorize my child or ward, if applicable, to participate under these same terms and conditions.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, I UNDERSTAND THAT I HAVE GIVEN UP VALUABLE RIGHTS BY SIGNING IT, AND I DO SO VOLUNTARILY.

IN WITNESS WHEREOF, the CITY and the USER have hereunto executed this document, effective the day and year herein above written:

CITY:
City of Bisbee, Arizona

GROUP :

By: _____

By: _____
Signature of Authorized Representative

118 Arizona Street
Bisbee, AZ 86303

Title: _____