



SPLASH PARTY APPLICATION

(APPLICANT MUST BE 18+ YEARS. Please complete the application in its entirety or the Permit process may be delayed).

Applicant Name: _____
 Address: _____ City: _____ Zip: _____
 Email: _____ Phone No.: _____
 Type of Event: Birthday Corporate Party Family Gathering Other _____

Rental Date: _____ Rental Times Available: Weekdays 1-4pm/Weekends 1:30-5pm (times are set)
 Desired Rental Area: _____ # Adults: _____ # Kids: _____ Total Attendance: _____
 (We currently do not offer an indoor + outdoor party option) (Cannot exceed max capacity)

Rental Options			
Desired Location (Check One)	Amenities Included	Rental Rates	Additional Wristbands (Up to the capacity of the rental space)
<input type="checkbox"/> Tidepool Patio (Max Capacity: 40) <input type="checkbox"/> Reef Cabana <input type="checkbox"/> Lagoon Cabana (Max Capacity: 30)	<ul style="list-style-type: none"> A covered, reserved seating area Picnic tables A party host 20 wrist bands included (additional wrist bands available up to the max capacity of the space - \$7 each) 	\$425.00	\$7 each # _____ Total: \$ _____

Additional Fees		
*REFUNDABLE DEPOSIT - *Due at the time of submitting application	\$100	

Total Rental Fees	
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AGREEMENT AND RELEASE OF LIABILITY

The undersigned or, if signing for an organization, that organization, certifies that the above information is accurate and correct, and that the undersigned has read and understood the Sports Party Rules and Regulations as set forth by Livermore Area Recreation and Park District pertaining to the use of LARPD facilities.

It is further agreed that the applicant shall indemnify, defend, and hold harmless Livermore Area Recreation and Park District, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the Applicant's use or occupancy of a facility or property controlled by the Livermore Area Recreation and Park District, unless solely caused by the gross negligence or willful misconduct of Livermore Area Recreation and Park District, its officers, employees, or agents.

Force Majeure: Notwithstanding anything to the contrary contained in this agreement, Livermore Area Recreation and Park District (LARPD) shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of public authority, and other causes beyond their control. The undersigned waives any right of recovery against LARPD and the undersigned shall not charge results of "acts of God" to LARPD, its officers, employees, or agents.

Applicant Printed Name: _____ Signature: _____ Date: _____

SPORTS PARTY RULES AND REGULATIONS

I certify that I, the applicant reserving with Livermore Area Recreation and Park District, am at least 18 years of age. I understand that I or an appointed representative must be present throughout the duration of my rental. I understand I am responsible for adhering to all of the Sports Party Rules and Regulations, including, but are not limited to, the following:

1. The Application and refundable deposit is due at the time of booking and securing the date. Applications will not be accepted without the refundable deposit. Refundable deposit may be paid in the form of credit card, cash, or check; checks will not be accepted forty-five (45) days or less from the rental date. The applicant will receive a permit as proof of their rental. Applicants are required to check and verify their permit once received. All changes must be made in writing to LARPD staff and corrected prior to the rental date. Changes will not be accepted less than forty-eight (48) hours prior to the rental date.
2. Final rental payment is due fourteen (14) days prior to the rental date; failure to pay the rental balance fourteen (14) days prior to the rental date will result in the rental being cancelled and a refund will not be issued including withholding the refundable deposit.
3. Cancellations/Changes must be made in writing to LARPD staff; cancellations made within fourteen (14) days or less of the event date will result in the refundable deposit being forfeited. Cancellations made within seven (7) days or less of the event date will result in all fees being forfeited, including withholding the refundable deposit.
4. The Applicant and/or its attendees will not be permitted to utilize the facility outside the designated rental time. Sports Party rentals include a 15 minute setup period prior to the rented time, and 15 minutes cleanup period once the rental is completed. Rental times will be strictly enforced.
5. The maximum capacity will be strictly enforced.
6. LARPD may cancel any rental activity for any reason, including an emergency or beyond our control. A full refund will be issued to the Applicant, and/or an option to rebook your rental.
7. At any time, LARPD staff will have the discretion to limit or seize patron activity and cancel the rental if the rental is found to be unsafe, could cause injury, or inconvenience another patron(s). The Applicant will not receive a refund, including withholding the refundable deposit and may be charge additional fees if LARPD staff are required to contact the Livermore Police Department.
8. Staffs are responsible for the setup and take down of tables, chairs, and equipment. Applicant will be held responsible for the cleanup and the condition in which the facility is left. Applicant will be responsible for cleaning up spills; the removal and disposal of food, beverages, and paper goods; placing garbage in appropriate garbage receptacles; refrigerators/freezers being cleaned and cleared of all items; and removing decorations and signage from the facility. LARPD does not authorize overnight storage of any personal items. All rental trash is to be properly bagged and placed in the designated trash receptacles. Applicants will be required to notify staff immediately of any large spills within the facility(ies). Failure to adhere to the cleaning guidelines or any damage to LARPD property, including facility parking lot, will result

in the Applicant being charged for all damage and additional cleanup. If the charges exceed the deposit on file, then the charges will be billed to the Applicant and a hold will be placed on the household account for all future rental or registration activity with LARPD unit the charges are paid in full.

9. Once the rental has concluded, staff will conduct a post evaluation walk through with the Applicant; this is one means of evaluating the return of the refundable deposit. Additional charges may be imposed for damages to the facility or if additional cleaning has been identified. For cleaning incidents beyond the normal rental will result in a \$150 Cleaning Fee per incident; and for additional staff charges beyond the fifteen (15) minute grace period after a rental has concluded will result is a \$110 Additional Staff Fee (a minimum of 1 hour) will be charged. Violations of these Rules and Regulations or misrepresentation of the rental will result in a liquidated damages fee of two (2) times the refundable deposit. The refundable deposit will be applied to these additional charges, and the Applicant will be responsible for the additional balance if these charges exceed the refundable deposit; payments will be due seven (7) days after the rental date. Failure to pay for these additional charges will result in a hold being placed on the Applicant's household account for all future rental or registration activity with LARPD unit the charges are paid in full.
10. Adult chaperones will be required during the entire duration of the rental; a ratio of one (1) adult per eight (8) minors (12 years and under) will be required. Children may not be left unsupervised at any time while utilizing a LARPD facility.
11. The Applicant and its attendees will be required to follow all verbal direction from the LARPD staff. The Applicant will be held responsible for their party guests; failure to comply with District rules and regulations, and/or staff direction will result in the rental being cancelled, a refund will not be issued including withholding the refundable deposit.
12. Coolers are permitted, but will be checked by LARPD staff upon entry. Onsite cooking/open flames are not permitted. Gum and glass are not permitted within any District facility.
13. Tape, staples, glue, silly string, confetti, and pinatas are not permitted within any District facility.
14. Cell phones, cameras, or any similar device will not be permitted within any restroom, locker room, or family changing facility.
15. It shall be unlawful to smoke or in any other way engage in the use of tobacco or tobacco-like products of any kind or description and in any form, on any property owned and/or operated by the District, including any buildings, historic sites or structures, restrooms, grandstands, stadiums, bleachers, amphitheaters, covered arenas, picnic sites, other similar places or assembly, also in any District parklands, open spaces, sports fields, swimming pools, snack bars, parking lots, sidewalks, or trails, unless in a place designated and posted or temporarily permitted for such use (District Policy FAC-05-1947). Smoke, mist or fog machines, haze, or vapor type devices are prohibited in all LARPD facilities.
16. LARPD is not responsible for any lost, stolen, damaged, or misplaced items.
17. Alcoholic beverages are not permitted at any rental designated for youth.
18. Patrons who are experiencing a contagious or communicable disease shall not be permitted to utilize any LARPD facility including, but not limited to enter the aquatics facility and water.

I understand that failure to comply with this application may lead to losing portions and/or all of my rental deposit and fees, which in some cases may exceed the deposit amount. I have read and understand the Sports Party Rules and Regulations, and that if I delegate my responsibilities to another member or service agency for which I have contracted, I still have the ultimate responsibility of this Agreement.

Applicant Printed Name: _____ Signature: _____ Date: _____