



Livermore Area Recreation and Park District
4444 East Avenue, Livermore CA 94550
(925)373-5700 / LARPD.ORG

AQUATICS RENTAL APPLICATION

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

Facility: [] Robert Livermore Aquatics Center [] May Nissen Swim Center
Rental Dates: _____ Day(s) of the Week: _____
Time of Rental: ____ am/pm ____ am/pm Event Time: ____ am/pm ____ am/pm Total Hours: _____
*Minimum 3 Lane Rental Per Hour - Full Hours Only.

Applicant Name: _____
Organization: _____ Nonprofit Tax ID: _____
Address: _____ City: _____ Zip: _____
Email: _____ Phone No.: _____
Co-Applicant Name: _____ Phone No.: _____
Address: _____ City: _____ Zip: _____

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 Aquatics Facility Rental 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: _____
Co-Applicant Printed Name: _____ Signature: _____ Date: _____

AQUATICS FACILITY RULES AND REGULATIONS

I certify that I, the applicant reserving with Livermore Area Recreation and Park District (LARPD), 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 Aquatics Facility Rental Rules and Regulations, including, but not limited to the following:

1. To reserve a date, Applicants are required to submit an Aquatics Rental Application and refundable deposit. All other rental fees and forms are due forty-five (45) days prior to the rental date. Failure to pay the event rental fees and/or submit any required rental forms will result in a cancellation of the rental and a refund will not be issued, including a forfeit of the refundable deposit.
2. Applicants who cancel their Aquatics rental seven (7) business days after booking will forfeit their refundable deposit. Applicants who fail to follow the Aquatics Rules and Regulations, cause damage to an LARPD facility during the rental, or fail to meet the cleaning expectations will result in forfeiting the refundable deposit. Cancellations made less than forty-five days (45) prior to the facility rental date will result in forfeiting the refundable deposit and any paid rental fees.
3. Applicants are required to submit a Site Safety Plan to District staff in accordance to the Alameda County Public Health Department's Health Order. Site Safety Plans are due no later than forty-five (45) days prior to the rental date. Failure to submit a Site Safety Plan will result in a cancellation of the rental and a refund will not be issued, including a forfeit of the refundable deposit.
4. Applicants and its attendees will be required to follow the current Alameda County Public Health Department's Health Order while participating in an Aquatics rental with the District. All individuals two (2) years and older are required to wear facial coverings at all times, except while swimming.
5. The Applicant will receive a permit at the time of booking which will be used as proof of the reservation. The Applicant and/or its attendees will not be permitted to utilize the facility outside the designated rented time.
6. The Aquatics facility maybe closed at any time, with or without notice, this includes closure due to inclement weather. LARPD staff will make every effort to contact the Applicant ahead of time of any facility closures that may affect the rental date. If a closure occurs on behalf of the District, the permit will be cancelled and refund will not be issued. For cancellations either initiated by the District or by the Applicant, a refund will not be issued. Applicants will have the ability to rebook their rental up to six (6) months after the original rental date. Failure to rebook the rental date within the six (6) month period will result in a cancellation and a refund will not be issued, including the forfeit of the refundable deposit.
7. There is a minimum of a 3 lane rental per hour; full hours only.
8. Applicant will be held responsible for the cleanup and condition in which the facility is left in accordance to the Aquatic Facility Rules and Regulations. Failure to adhere to the cleaning guidelines or any damaged 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. Applicants will not be permitted to come early to store personal items prior to their facility rental and will not be permitted to store personal items overnight after the facility rental has concluded. LARPD is not responsible for lost, stolen, or misplaced items.
10. The Applicant and its attendees will be required to follow verbal direction from the LARPD staff and posted pool rules.
11. At any time, LARPD staff will have the discretion to limit or seize patron activity if found to be unsafe, could cause injury, or inconvenience another patron(s).
12. Swimming will not be permitted unless there is a designated LARPD Lifeguard on deck and on duty. Applicant and their attendees are not permitted into the facility until designated LARPD staff permits them into the facility. Applicants and or the attendees who enter the facility prior to the rental time will be billed for the early entry and will be rounded up the nearest hour.

13. Proper swimming suite attire must be worn at all times while utilizing the facility.
14. Program participants are not permitted to be left unattended. Applicants are responsible for the oversight of their rental and participants. The applicant will be held responsible for actions of their program participants and/or program staff, up to an additional charge for damage to the facility including the parking lot, additional charge for staff time beyond the permitted rental time that will be set at three times the regular rental rate, and/or the cancellation of any future rental with the District and forfeit of the refundable deposit.
15. Gum, alcoholic beverages, glass, and smoking of any kind, including vapes will not be permitted within any LARPD facilities
16. Cell phones, cameras, or any similar device will not be permitted within any restroom, locker room, or family changing facility.
17. Applicants and their attendees 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.
18. The waterslide will not be available for use with this type of rental.
19. Swimmers who are not yet potty trained will be required to wear an approved swim diaper while swimming.

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 Aquatics Facility Rules and Regulations (as stated within this Application and as attached), 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: _____

Co-Applicant Printed Name: _____ Signature: _____ Date: _____

