

Lombard Park District Paradise Bay Water Park Camp Group Request Form

437 E. St. Charles Rd. Lombard, IL 60148 / (630) 953-2370

| Outing/Organization Name: | | |
|---------------------------|----------------------------------|--|
| Contact Person: | | |
| Address: | City Zip: | |
| Phone#: | e#: Additional Phone#: | |
| Date Request: | Email: | |
| Resident Camp Groups: | \$9.00 x # of People = Total \$ | |
| Non-Resident Camp Groups: | \$11.00 x # of People = Total \$ | |

<u>Rental Fee and Requirements</u> (*Final payment is due at the door and can be paid via card or cash only.*)

Groups are to swim during General Swim times according to the Paradise Bay schedule. Groups are welcomed into Paradise Bay no earlier than 12:00pm. The Lombard Park District reserves the right to rent to other groups on the same day up to the water park capacity. The Lombard Park District reserves the right to cancel/close due to mechanical failure or inclement weather (Temp under 65/Thunder/Lightning).

I have viewed and acknowledged the online Paradise Bay Water Park Safety Video found on the District Website at (<u>http://lombardparks.com/paradise-bay-water-park/</u>) and agree to share it with camp participants prior to our planned visit.

I have reviewed the Lombard Park District Paradise Bay Water Park Group Agreement and understand the conditions as they apply. In addition, I have reviewed and understand the Terms and Conditions listed on the back side.

Signature: _____

Date: _____

Return all copies of this agreement to:

Lombard Park District, 820 S Finley Ave., Lombard, IL 60148 Attn: Aquatic Manager For additional information, please call: (630) 953-2370 or email <u>rperez@lombardparks.com</u>

 Rental Payment \$_____
 Date Received: ______

<u>Rental Fee</u> (Final Payment is due 14 days before function date)

Final payment is due 14 days before function date. The renter signing the agreement must be present the entire time of the rental. All fees are subject to change. A security deposit may be charged depending on the nature of the rental. No Alcohol or glass is permitted in the facility. The Lombard Park District reserves the right to rent to other groups on the same day up to the water park capacity. The Lombard Park District reserves the right to cancel/close due to mechanical failure or inclement weather (Temp under 65/Thunder/Lightning).

| PBW Manager Signature: | Date: | |
|------------------------|--------------------|--|
| | | |
| | | |
| For Office Use Only: | | |
| Household Number: | Camp Group Number: | |

Terms and Conditions

- 1. User Group/Renter shall have the use of the facility for the date(s) and time(s) stated herein, and subject to the facilities group or rental fee as provided herein.
- 2. User Group/Renter shall fully comply with all Lombard Park District rules, regulations, and ordinances in connection with the use of the facility.
- 3. User Group/Renter shall fully comply with the attached Pool Rules & Regulations.
- 4. The Lombard Park District reserves the right to amend the rules, as needed, to serve the best interests of the Park District.
- 5. User Group/Renter is solely responsible for the actions of any member of User Group/Renter's group and shall provide adequate adult supervision (age 16 or older) of group at all times.
- 6. User Group/Renter Supervision ratios shall minimally meet the following.
 - 2 years old 2:1 (staff to participant)
 - 3 years old 5:1
 - 4 years old 8:1
 - 5 years old 8:1
 - 5-8 years old 8:1
 - 9-12 years old 12:1
- 7. Participants in User Groups, 10 years of age and younger, must be swim tested before or upon entering facility. Swimmers provided with green wrist band, non-swimmers provided with red wrist band.
- 8. All adult supervisors with the User Group must be readily identifiable as being with that group for emergency contact purposes.
- 9. The Lombard Park District shall provide lifeguard staff for users of the facility. User Group/Renter fully understands and agrees that lifeguards are not responsible for supervising User Group/Renter's group. Lifeguards are responsible for enforcing rules and regulations and responding to emergencies.
- 10. User Group/Renter is solely responsible for the safety and security of any property brought to the facility. The Lombard Park District is not responsible for lost, stolen or damaged personal items.
- 11. User Group/Renter shall ensure that there is at least one adult supervisor fluent in English and on site at all times during User Group/Renter's use of the facility.
- 12. The Lombard Park District retains the right to cancel this agreement at any time and for any reason, including, but not limited to inclement weather, misconduct of the User Group/Renter or any member of User Group/Renter's or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Park District residents, or because the User Group/Renter has breached any of its obligations under this Agreement.
- 13. User Group/Renter agrees to protect, indemnify, save, defend, and hold harmless the Lombard Park District, including its officers, officials, employees, agents, and volunteers (collectively "Park District") from and against any and all liabilities, obligations, claims, damages, causes of action, costs and expenses, (including reasonable attorney fees) which the Park District may become obligated by reason of any accident or injury (including death by drowning) arising indirectly or directly in connection with or under this use agreement, whether such loss, damage, injury or liability is contributed to by the negligence of the Lombard Park District or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever.
- 14. User Group/Renter shall maintain general liability insurance for bodily injury, personal injury, and property damage during the term of this agreement.
- 15. User Group/Renter insurance shall name the Lombard Park District as additional insured and shall contain no special limitation on the scope of protection afforded the Lombard Park District. The insurance shall have limits of not less than \$1,000,000 per occurrence for injury or death. Renter's insurance shall be primary insurance as respects the Lombard Park District. Any insurance or self-insurance maintained by the Lombard Park District shall be in excess of Renter's insurance and shall not contribute with it. Renter's insurer shall agree to waive all rights of subrogation against the Lombard Park District.
- 16. User Group/Renter shall provide a certificate of insurance verifying compliance with the above insurance requirements and naming the Lombard Park District as an additional insured, accompanied by a properly executed additional insured endorsement using CG 2011 or equivalent, and specifying the rental date(s) no later than fourteen (14) days prior to the rental date(s).
- 17. In the event of cancellation by User Group/Renter, the any deposits required herein shall be forfeited.
- 18. This rental agreement may be revoked at any time at the discretion of the Lombard Park District due to misrepresentation of User Group/Renter, the misconduct of individuals in the group or for misuse of property. Future rentals may not be issued to User Group/Renter.