



CLUB MEMBER

YES NO

BUHL CLUB
POOL RENTAL CONTRACT
Effective September 1, 2021

NAME: _____ PHONE#: _____

ADDRESS: _____ E-Mail: _____

CITY: _____ STATE: _____ ZIP: _____

DATE OF RENTAL: _____ TIME OF RENTAL: _____

NAME/AGE OFF BIRTHDAY CHILD: _____ AGE: _____

Name of responsible adult to be present at pool: _____

Number of swimmers anticipated: _____

RULES & REGULATIONS FOR USE OF THE BUHL COMMUNITY RECREATION CENTER POOL:

1. The applicant shall be responsible for any damage to equipment or property. If, after any activity additional janitorial maintenance is required, other than the normal cleaning process, the applicant may be charged accordingly.
2. Activities for minors must be supervised by responsible adults. Life Guards are here for safety, not babysitting.
3. A Lifeguard must be in charge.
4. The posted pool rules must be followed at all times during the course of the activity. The group must also follow the directions of the lifeguard on duty during the course of the scheduled activity.

BCRC POOL RULES ARE AS FOLLOWS: (REMEMBER, POOL RULES ARE FOR YOUR SAFETY AND ENJOYMENT. PLEASE OBEY ALL RULES.):

1. **ON DUTY LIFEGUARD IS IN COMPLETE CHARGE OF POOL AREA AND CAN CLOSE THE POOL ANY TIME THEY FEEL SWIMMER SAFETY IS JEOPARDIZED.**
2. PLEASE SHOWER BEFORE ENTERING THE POOL.
3. ALL SWIMMERS MUST ENTER THE POOL THROUGH THE WET HALL STAIRS.
4. ONLY SWIMMERS WEARING APPROVED BATHING SUITS WILL BE PERMITTED TO SWIM. (NO CUT OFFS OR STREET CLOTHES).
5. WALK AT ALL TIMES WHEN IN THE POOL AREA.
6. JEWELRY MUST BE REMOVED PRIOR TO ENTERING THE SWIMMING POOL. THE BCRC IS NOT RESPONSIBLE FOR LOST OR DAMAGED ITEMS.
7. THOSE WHO WISH TO SWIM IN THE DEEP END OF THE POOL MUST BE ABLE TO JUMP IN THE DEEP, SWIM 40 FEET (POOL WIDTH) AND TREAD WATER FOR ONE MINUTE.
8. PATRONS WHO REQUIRE PERSONAL FLOTATION DEVICES MUST REMAIN IN THE SHALLOW AREA. ONLY COAST GUARD AND BCRC APPROVED FLOTATION DEVICES ARE PERMITTED IN OUR POOL. TOYS FROM HOME ARE ONLY PERMITTED WITH APPROVAL FROM THE AQUATIC DIRECTOR, OR ON DUTY LIFEGUARD.
9. DIVING IS PERMITTED FROM THE DEEP END WALL ONLY. JUMPING IS PERMITTED FROM THE DEEP AND SHALLOW SIDE WALLS ONLY.
10. PARENTS/GUARDIANS OF CHILDREN AGED 7 AND UNDER **MUST BE IN THE WATER WITHIN ARMS REACH OF THEM AT ALL TIMES.**

11. PARENTS/GUARDIANS OF CHILDREN AGED 8 – 10 YEARS **MUST BE IN THE WATER WITH THEM AT ALL TIMES.**
12. PARENTS/GUARIDANS OF CHILDREN AGED 11 – 12 MUST BE ON DECK AT ALL TIMES.
13. PLEASE KEEP ALL FOOD AND DRINKS OUT OF THE POOL AREA.
14. PLEASE KEEP HANDS AND BODY OFF LANE LINES.
15. **FIGHTING, DUNKING, WRESTLING, AND ANY OTHER HORSEPLAY WILL RESULT IN TERMINATION OF SWIMMING PRIVILEGES.**
16. **PUBLIC DISPLAYS OF AFFECTION ARE NOT PERMITTED IN POOL AREA!!!**
17. **HITTING OTHER SWIMMERS, THE WATER OR BALLS WITH POOL NOODLES OR KICK BOARDS WILL RESULT IN TERMINATION OF SWIMMING PRIVILEGES.**
18. The Aquatic director or on duty lifeguard may reserve the right to cancel the activities at any time if it seems necessary for patron safety.

Pool Party Rental Rates are as follows:

Full Pool: \$225.00 for members; \$300.00 for non-members, includes 1 hour in the pool, 2 hour in Reserved room for Party (food, cake, gifts, etc.)

½ Pool (shared during Open Swim): \$150.00 for members; \$225.00 for non-members, includes 1 hour in pool, 2 hour in Reserved room for Party (food, cake, gifts, etc.)

*Additional hour in the pool \$75.00 Members, \$100.00 non-members (additional time in the pool will be prior to stated start times and must be cleared with aquatic director)

\$30.00/hour fee for additional lifeguard for more than 30 swimmers.

\$50.00 Damage deposit is required prior to the start of the party.

Party Rental Times

Friday 6:00 – 8:00 (½ pool from 6:00 to 7:00, Tables in Reserved room from 6:00 – 8:00)

Saturday 12:00 – 2:00 (Pool from 12:00 – 1:00, tables in Reserved room from 12:00 – 2:00)

Sunday 12:00 – 2:00 (Pool from 12:00 – 1:00, tables in Reserved room from 12:00 – 2:00)

Cancellation Policy

If you need to cancel for any reason, there will be a \$50.00 fee. No fee charged if cancelled by Buhl Club due to maintenance of Pool or Party Room.

I certify that I have read and will abide by the rules and regulations pertaining to the use of the Buhl Community Recreation Center’s Swimming Pool.

_____ Date _____

Signature

Printed Name

DAMAGE DEPOSIT

I _____, understand that for my damage deposit to be returned no damage
(Printed name of participant)

can have been done to any of the facilities used by myself or attendees of the party. All spaces used must be cleaned, trash bags and cans will be provided. At all-times guidelines must have been followed. If all of these conditions have been met my deposit will be returned to me within 5 business days of my rental.

Printed Name

Signature

Office use Only

General fee \$ _____

Extra hour in pool \$ _____

Extra Hour in gym \$ N/A

Extra Lifeguard \$ _____

Damage Deposit \$ 50.00

Total Fees \$ _____

Deposit Paid (50% of total) \$ _____ Date Paid _____ Credit Card# _____

Damage Deposit Paid \$ _____ Date Paid _____ Check # _____

Balance Due \$ _____

Balance Paid \$ _____ Date Paid _____ Appr/Check #/Cash _____

Damage Deposit Refunded \$ _____ Date Refund Issued _____

| Date | Times |
|------|-------|
| | |

BUHL COMMUNITY RECREATION CENTER
SWIMMING POOL RENTAL CONTRACT
RELEASE AND INDEMNITY AGREEMENT

THE UNDERSIGNED, as the proposed user or authorized agent of the proposed user of Buhl Community Recreation Center swimming pool for and in consideration of the Buhl Community Recreation Center's grant of authorization to use said swimming pool for private purposes at an agreed upon time, does hereby agree and represent as follows:

1. Said user agrees to indemnify and hold the Buhl Community Recreation Center harmless from any and all incidents which may occur or result from said users use of the Buhl Community Recreation Center's swimming pool which includes any injury to person or property of any member of the users group, invitees, or any person permitted by said user within the pool area during the agreed upon time.
2. Said user agrees that qualified lifeguards will be present at all times while the swimming pool is being used and occupied by the undersigned and its invitees, guests or other persons permitted within the pool premises.
3. The undersigned agrees that this release and indemnity agreement has been read and is understood.

The undersigned agrees and understands that this release and indemnity agreement is a necessary condition to obtain permission for the private use of the Buhl Community Recreation Center's swimming pool.

DATED this _____ day of _____, 2019

Printed Name

Signature



**Acknowledgement of Risk,
Waiver and Release of Liability**

CAUTION: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING

In consideration of my use of Buhl Community Recreation Center facilities, I, _____
(Printed name of participant)

hereby forever release and covenant not-to-sue the Buhl Community Recreation Center, its Trustees, employees, instructors, volunteers, agents, and all others who are involved, from any and all present and future claims resulting from ordinary negligence on the part of the center or others listed for property damage, personal injury, or wrongful death, arising as a result of my engaging in or receiving instruction in pool and gymnasium activities or any activities incidental thereto, wherever, whenever, or however the same may occur. I hereby voluntarily waive any and all claims both present and future, resulting from ordinary negligence, that may be made by me, my family, estate, heirs, or assigns, and I relinquish on behalf of myself, spouse, heirs and assigns the right to recover for injury or death.

I am aware that swimming, gymnasium, and gymnastic activities are vigorous and can involve severe cardiovascular stress. I understand that swimming, pool, gymnasium and gymnastic activities involve certain risks, including but not limited to death. In addition, I understand that participation in swimming, gymnasium, and gymnastic activities involves activities incidental thereto, including, but not limited to, the possible reckless conduct of other participants. All stresses and hazards associated with this activity cannot be foreseen.

I will voluntarily use swimming, gymnasium, and gymnastic facilities with knowledge of the danger involved and hereby agree to accept any and all risks of property damage, personal injury, or death.

I have a personal responsibility to follow any safety rules and procedures established by the Buhl Community Recreation Center and that are associated normally with use of swimming pool, gymnasium and gymnastic center.

I further agree to indemnify and hold harmless the Buhl Community Recreation Center and others listed for any and all claims arising as a result of my participation in activities of the pool, gymnasium or gymnastic room incidental thereto, wherever, whenever, or however the same may occur.

I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of the State of Pennsylvania, and I agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be in the State of Pennsylvania.

If I am at least 18 years of age, I affirm that I am signing this agreement solely and freely. If I am under 18 years of age, I will also obtain the signature of my parent or guardian. I have read this form and fully understand that by signing this form, I am giving up legal rights and/or remedies which may be available to me for the ordinary negligence of the Buhl Community Recreation Center or any of the parties listed above. I understand that this agreement is a binding legal document.

For persons under the age of 18, the parent or guardian who signs below also commits to the participant conditions of this agreement.

(Signature of Participant)

(Printed Name of Participant)

Date Signed

(Parent/Guardian Signature, if a minor)

(Printed Name of Parent/Guardian)

Date Signed