2022 - 2023 Meadowgrove Swim and Tennis party rental Agreement

This Facility Rental request form is to be used if you intend to host a private event - **Max of 3 hours duration** at Meadowgrove Pool/Tennis Facilities.

Your rental will include the use of the Kitchen/grill and surrounding area for your event during the regular Pool season. In addition, your rental fee will allow for the use of the pool and lifeguard/s on duty for the event. Please note the pool is not available for exclusive use for private events. Your event may also require additional lifeguard service (see below).

The exclusive use of the kitchen/grill for private events is first come, first serve. Your event date will be confirmed once payment is received.

| Date of event: | Start time: | Stop time: | |
|---|------------------|---|----|
| Purpose of rental: | | | |
| Will Pool be used?Yes | _No Will ter | nnis courts be used?Yes | No |
| Member responsible: | | Phone # | |
| Number of Adults: | Number of Kids (| all ages under 18): | |
| Children age range: | | | |
| Rental Fee: | | | |
| Swim or tennis member:Non-member/commercial: | | \$50 (non-refundable) \$150 (non-refundable) | |
| Damage deposit: | | \$100 (Refundable) | |

Payment: two checks payable to Meadowgrove swim and Tennis are to be received prior to the scheduled event. Cash is not accepted.

This fee does not include the cost of additional lifeguard service required. You will need to contact Eva Johnson to schedule a Lifeguard or get contact.

Lifeguard service requirements:

• If your event includes up to 19 Guests + children 13 years old or younger, you are required to have one lifeguard on duty.

- If your event includes up to 20 Guest + children 13 years old or younger, you are required to have two lifeguards on duty.
- For more than 40 Guest contact Event chair to figure out how many lifeguards is needed
- If your event will include alcoholic beverages and there will be attendees 13 years old and younger, you are required to have one lifeguard on duty.

The lifeguard requirements can be met in conjunction with published lifeguard schedules as specified in the accompanying Meadowgrove facilities rules, regulations, and policies document. All additional lifeguards must be hired from the approved list for the Meadowgrove swim and tennis club. The member is responsible for the cost of additional lifeguard/s. If the event is canceled regardless of reason, the Club Event director must be notified 72 hours prior to the rental period in order to cancel any lifeguard services that have been contracted. If the member does not appropriately contact the Meadowgrove Event director, the pay of the lifeguard will be deducted from the Damage Deposit.

All Meadowgrove facilities rules, regulations, and policies are strictly enforced during your event. The lifeguard/s has/have the responsibility for the safety of all Members and Guests and has the authority to close the facility at his/her/ their discretion due to bad weather, lack of compliance with rules, regulations, and policies, disorderly conduct, or other unsafe conditions.

All Meadowgrove club members in good standing are allowed access to the pool during scheduled open hours regardless of your intent to have exclusive use of the kitchen/grill for your private event. **The pool does not close for any event rental.**

The Meadowgrove club Member agrees to be responsible for the condition of the kitchen/grill, pool, and all other applicable facilities and agrees to adhere to current Meadowgrove facility rules, regulations and policies. Lastly, the Member releases the Meadowgrove Club from all liability by reviewing and completing the attached waiver liability.

The Meadowgrove club Member agrees to empty all trash cans and replace can liners (bathrooms & clubhouse). Leave Clubhouse and Kitchen in a clean and orderly fashion, including washing all dishes/utensils and wipe counters. Ensure lights are off and doors closed tightly upon leaving.

Remove all trash to the large trash bins between the tennis courts and parking lot.

Waiver and Release of liability Assumption of Risk and Indemnity Agreement

| Ι, | , a Meadowgrove Swim and Tennis Club,(Facilities) |
|----|---|
| in | a good standing request to rent Facilities as agreed upon in the Meadowgrove Facility Renta |

Agreement, hereinafter referred to as the "Facility Rental". This Facilities Rental will be conducted at the Pool _____, Tennis____ Clubhouse___ of the Meadowgrove swim and Tennis Club, hereinafter referred to as "Facilities". This agreement is valid for the date agreed upon Facility Rental. On Behalf of my Family/Household/Tenants/ Guest, I acknowledge the following: (1) receipt of a copy of the facilities rules, regulations, and policies; (2) that my Family/Household/Tenant's/Guest's privileges for the use of Facilities may be suspended/terminated (without refund) for any infraction of the facilities rules, regulations and policies (as may be amended) and/or requirements of the lifeguard/s and other personnel; (3) that I am responsible for contacting Event director in regards to securing the appropriate number of lifeguards and payment of said lifeguard/s for Facilities Rental.

I consent to My/Minors and my Guest participation in the facilities Rental and acknowledge that Minor, Guests and I fully understand My/Minor's and my Guests participation ma involve risk of serious injury or death, including loss which may result not only from My/Minor and Guests, own action, inaction or negligence, but also from the action, inaction, or negligence of others, the condition of facilities, equipment, or areas where the event or activity is being conducted, and/or the rules, regulations, and policies of play of this type of event or activity. I understand that if I have any risk concerns, I should discuss the risks associated with my participation with the Meadowgrove Swim and Tennis Club.

Release - Minor Rights:

In consideration of allowing Minors to participate in the Facilities Rental, I hereby release, waive, discharge, and agree not to sue Meadowgrove Swim and Tennis Club, its Board of Directors, The Swimmers, Leaders, Instructors or any other Officers, Agents, Employees, Volunteers, hereinafter referred to as the "Release" from any and all liability to Myself, my Personal Representative, Assigns, Heirs and Next of Kin for any and all loss or damage, any claims or demands for injury or injuries to my person or property or resulting in my death, now and forever, arising out of or related to participant on whether caused by the negligence of Realises or others. I also agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force effect.

Release - Parents', Guardians', Personal Representative's Rights:

In consideration of allowing Minors to participate in the Facilities Rental, I hereby release, waive, discharge, and agree not to sue Meadowgrove Swim and Tennis Club, its Board of Directors, The Swimmers, Leaders, Instructors or any other Officers, Agents, Employees, Volunteers, hereinafter referred to as the "Release" from any and all liability to Myself, my Personal Representative, Assigns, Heirs and Next of Kin for any and all loss or damage, any claims or demands for injury or injuries to my person or property or resulting in my death, now and forever, arising out of or related to participant on whether caused by the negligence of Realises or others.

I certify that My/Minor is in good health and have no physical condition that would prevent participation in this activity. Furthermore, I agree to use My/Minors and my Guests personal medical insurance as primary medical coverage payment if an accident or injury occurs. I consent to emergency medical treatment in the event such a case is required.

Indemnification by Parent, Guardian, Personal Representative:

The undersigned Parent, Guardian or Personal Representative further agree to indemnify, save and hold harmless the Releases from any and all claims, demands, losses, damages, and liabilities for indemnities, contribution or otherwise with respect to any damage and injury of any type, arising from a Minor's participation in Facilities Rental. The undersigned also agrees that this is intended to be. As broad and inclusive as it permitted by the laws of the State in which the event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read this document in its entirety and I: (a) fully understand its terms; (b) understand that I have given up substantial rights by signing; I understand the legal consequences; (d) have sign this document without any duress, inducement, promise, conditions, and (e) express this signature conveys a total absolute understanding of this document.

| (Print name of Member/Guardian) | | |
|---------------------------------|--|--|
| (Signature of Member/Guardian) | | |
| (Date) | | |