

## Ellington Swim Club, Inc.

"Home of the Orcas"

207 Angus Dr.

Luling, LA 70070

(985) 785-1275

### Pool Party Rental Agreement

Organization Name:			
Responsible Person:		Contact Phone:	
Date Booking:	Number Attending:	Time Start:	
Date Rental:	Number Swimming:	Time End:	
<b>For Administrative Use Only</b>			
Employee Receiving Rental Request:			
Number Lifeguards Required:	Deposit Paid: <input type="checkbox"/> Yes	Electricity Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Total:	Deposit:	Balance Due:	

**\*This agreement does not grant the renter exclusive rights to the pool area. General membership will not be restricted to pool usage. Prior approval from Management is required for any party requiring exclusive usage of the pool area. Additional fees will be assessed for exclusive usage rights.**

**Notes:**

#### General Pool Rental Policies

**A. Fees**

1. Pool Party fees are as follows **for club members:**
  - \*\*\*FACILITY RENTAL FEE DOES NOT INCLUDE LIFEGUARD FEES!
  - Lifeguards are to be paid separately by the renting member directly to lifeguard.
  - Lifeguards are to be paid \$50 per lifeguard for a 3 hour party.
  - Any time extension on the party rental requires each lifeguard to be paid an additional \$25 per hour, in advance by the renting member.
  - i. \$150 facility rental – up to 25 people. (Requires 1 Lifeguard)
  - ii. \$200 facility rental – 26 to 50 people. (Requires 2 Lifeguards)
  - iii. \$250 facility rental – 51 to 75 people. (Requires 3 Lifeguards)
  - iv. \$50 surcharge for non club members.**
  - v. \$25 per hour per lifeguard for parties exceeding the 3-hour time limit.
  - vi. \$50 per extra Lifeguard needed in special circumstances.
    1. Parties taking place when Lifeguards are not normally on duty will be subject to this fee.
  - vii. \$20 electricity fee for "bounce houses"
  - viii. \$30 additional fee for parties outside of normal Membership Office Hours.
2. **A \$100 non-refundable booking fee will be charged for all parties.**
  - i. **This fee will be deducted from the total rental cost.**
3. Fee balance must be paid in full no later than 24 hours prior to the start of the party.
  - i. Unless prior approved by Management, any balance not paid prior to the party will result in an automatic cancellation of the party.

**B. Check In / Check Out**

1. Parties may be set up no earlier than 20 minutes prior to start time.
2. Parties must end promptly at the scheduled time.
3. All attendees must obtain a proper wristband and must wear the wristband for the duration of the party.
4. Lifeguards will end pool watch 10 minutes prior to the end of the party.
5. All trash and decorations must be cleaned up and removed prior to checkout.
6. Check out may be done with the Lifeguards.

**C. Amenities**

1. Ellington Swim & Fitness provides usage of the pool, pool area and restroom facilities.
2. Unless previously arranged, the Member is responsible for bringing all personal items such as decorations, food, tables, chairs, canopies, cooking devices, ice chests, etc.
3. Ellington Swim & Fitness does not provide the usage of refrigerators, freezers, kitchen facilities or grills.

**D. Special Restrictions**

1. No glass bottles or glass containers allowed.
2. Alcoholic beverages are permitted for persons 21 years of age or older.
  - i. Please drink responsibly. Anyone becoming too intoxicated as to disturb others will be asked to leave.

3. No seafood boils unless approved by management prior to the event with specific site and activity instructions.
  4. No waterslides.
  5. No rentals to extend beyond 10:00 PM without prior approval from Management.
- E. Weather
1. Lifeguards reserve the right to terminate swimming or other activities if there is thunder or lightning.
  2. If bad weather prohibits the party from starting, you may reschedule.
  3. If bad weather prohibits the party from continuing once started, no refunds or rescheduling will be allowed.
- F. Lifeguards
1. Lifeguards must take a 10-minute break every 50 minutes.
  2. Lifeguards will enforce facility rules.
- G. LIMIT OF LIABILITY

LIABILITY RELEASE AGREEMENT AND WAIVER The undersigned, as parent, guardian, or participant is familiar with swimming and the Ellington Swim Club, Inc. and its various clinics, lessons, fundraisers, and outside recreational activities (collectively, the Ellington Swim Club Program"), and in consideration of being permitted to rent the Ellington Swim Club facility (hereinafter referred to as the "Club" and as a condition to the acceptance of my application for rental of the Club, agree with the Club as follows: I hereby waive, release and discharge on behalf of myself, my spouse, my child(ren) and/or my ward(s), guests, service providers, etc. (the "Releasers"), any and all claims, demands, causes of action for damages, person injury, death or damage or loss to property which Releasers may have as a result of the participation of any of Releasers in the rental of the Club. This Liability Release Agreement and Waiver shall inure to the benefit of Ellington Swim Club, Inc., and each of their officers, lifeguards, coaches, participants, employees, agents, volunteers, and directors (the "Releasees"). This liability release and waiver is intended to and shall discharge in advance the Releasees from any and all liability to Releasers, and any and all third persons arising out of or in any way connected with participation in the rental of the Club and activities prior to, during and after said rental of the Club, whether or not any liability may arise out of passive or active negligence, carelessness or omission on the part of the Releasees. It is agreed that participating in the rental of the Club involves an element of risk. I understand that incidents, including events of a serious and life-threatening nature, occur during swimming events, around swimming pools and during the use of swimming pools due to, not by way of limitation, slips, falls, collisions, drowning, and other water related hazards. Knowing the risks involved in the activities of swimming, recreating around a pool, and on rented Club property, Releasers hereby expressly assume all such risks. Releasers also assume all risks associated with other aspects of the Ellington Swim Club, including without limitation recreational activities, fundraisers, and other events sponsored by or affiliated with the Ellington Swim Club or its officers, lifeguards, board members, coaches, parents, or volunteers. Releasers further agree to hold the Releasees harmless and shall defend and indemnify them from any loss, liability, damage, cost or expense which they may incur (notwithstanding their own active or passive negligence or carelessness) as a result of any injury or death to person or damage to property which may be sustained by the Releasers while participating in the rental of the Club. This Liability Release Agreement and Waiver shall be binding on my heirs, successors and assigns. Releasers agree to accept and abide by the rules and regulations of Ellington Swim Club. I further represent that I am of legal age and have authority to execute this document on behalf of the participant(s); said participant(s) is/are physically able to participate in the function for which the Club is being rented and all of the terms of this Liability Release Agreement and Waiver shall apply in the event of death or injury or property damage which said participant(s) may sustain while participating in the functions held during the rental of the Club.

I have read the above and agree to pay the amount indicated and further agree to the policies stated.

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Signature

Print

Date

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### AVAILABLE SERVICES

Ellington is proud to make available Subway catering for your party.

The offerings are as follows:

- Sandwich trays with either turkey or ham or both, prepared on white or wheat bread or a combination of both.
  - All sandwiches are prepared plain unless you specify to add lettuce and tomato.
  - Trays may also include plain lays chips for an extra fee.
  - Pricing is as follows:
    - \$120.00 for 4 trays, no chips.
- Or
- \$150 for 4 trays with chips.

Each tray will have 20 little sandwiches for a total of 80 sandwiches.

Payment must be made directly to Subway in advance unless other arrangements are made with Subway management. Subway staff will deliver at the prescheduled time.