



**City of Prosser**  
 601 7<sup>th</sup> Street, Prosser, WA 99350  
 (509) 786-2332 \* Fax: (509)786-3717

# AQUATIC CENTER RENTAL FORM

**(Pavilion Rentals must be made 24 hours in advance to ensure availability)**  
**(Private Party Rentals must be made a week in advance to ensure availability)**

Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
 Address: \_\_\_\_\_ Mobile No.: \_\_\_\_\_  
 Date Reserved: \_\_\_\_\_ No. of Guests: \_\_\_\_\_

Rental Options and Fees (Please Select One):

RENTAL TYPE	Resident Cost	Non-Resident Cost	INCLUDED IN RENTAL	HOURS	COST
<b>Pavilion Rentals:</b>	<input type="checkbox"/> \$75	<input type="checkbox"/> \$80	All Day, 1 grill & 10 chairs	<b>to</b>	\$
<b>Party Rates:</b>	<input type="checkbox"/> \$150	<input type="checkbox"/> \$175	1 pavilion, 1 grill, admission for up to 25 guests & 10 chairs all day	<b>to</b>	\$
	<input type="checkbox"/> \$200	<input type="checkbox"/> \$225	2 pavilions, 1 grill, admission for up to 50 guests & 20 chairs all day	<b>to</b>	\$
<b>Pool Rentals:</b>	<input type="checkbox"/> \$150/hr	<input type="checkbox"/> \$175/hr	Recreation Pool <b>OR</b> Lap Pool, 3 guards & up to 50 guests	<b>to</b>	\$
	<input type="checkbox"/> \$250/hr	<input type="checkbox"/> \$275/hr	Both Pools, 6 guards & up to 100 guests	<b>to</b>	\$
	<input type="checkbox"/> \$50/hr	<input type="checkbox"/> \$75/hr	Up to 25 Additional guests & 1 Additional guard	<b>to</b>	\$
<b>TOTAL</b>					<b>\$</b>

The City of Prosser rents the Prosser Aquatic Center for occasional use. Authorized uses of the swimming pool and the facilities include meetings, social functions, and trainings. Due to the popularity of the pavilion areas and the limited number available for reservation, **we are not able to accommodate requests for pavilion assignments.** We assure you all of our pavilions are high quality and we encourage you to enjoy your event regardless of your rental location. Please review and initial the following notices, disclosures and regulations for Prosser Aquatic Center rentals. By initialing the following items you are accepting and agreeing to these terms and conditions.

\_\_\_\_\_  
 INITIAL The Renter is responsible for paying full replacement cost or full repair cost, as determined by the Prosser Aquatic Center, for any property loss or damage resulting from the use of the Prosser Aquatic Center property by the Renter or the renter's guest.

\_\_\_\_\_  
 INITIAL This agreement is not transferable. Violation of this provision, any other provision of this agreement or any Prosser Aquatic Center rule, procedure, or regulation, will result in the immediate termination of this Agreement and event at the sole discretion of the Prosser Aquatic Center.

\_\_\_\_\_  
 INITIAL Alcoholic beverages and smoking are strictly prohibited on City premises or grounds.

\_\_\_\_\_  
 INITIAL The Renter acknowledges they will abide by the Prosser Aquatic Center's swimwear policy and that failure to comply could result in termination of rental.

\_\_\_\_\_  
INITIAL In order to rent a pavilion or pool, the Renter must be a minimum of eighteen (18) years of age. The Renter must remain at the facility throughout the duration of the rental. The rental will be immediately terminated if the renter leaves the facility. The Renter must also act as the contact person for Prosser Aquatic Center and City of Prosser staff.

\_\_\_\_\_  
INITIAL Supervision by a responsible adult (18 years or older) is required in all areas subject to this agreement. Failure to provide adequate adult supervision (one adult per 10 children) will be grounds for immediate termination of this agreement.

\_\_\_\_\_  
INITIAL The City of Prosser reserves the right to close the Prosser Aquatic Center due to inclement weather, contamination or equipment failure, or for an emergency as determined by Prosser Aquatic Center staff. Upon the event of a closure, Prosser Aquatic Center staff will assist the Renter in rescheduling their rental for another day.

\_\_\_\_\_  
INITIAL **The Renter has completed a Release & Waiver of Liability and Indemnity Agreement for all grills included as part of a Prosser Aquatic Center rental and it is attached to this form.**

\_\_\_\_\_  
INITIAL Any cancellations of rental reservations by Renter must be made 24 hours in advance of scheduled reservation and refunds are assessed a \$10.00 processing fee. Refund checks are issued and mailed upon receipt of request and upon approval of the City of Prosser City Council.

I hereby certify that I have read, understand, will abide by and will have the guests abide by the above rules and regulations of renting a pavilion or pool at the Prosser Aquatic Center.

**Signature of Renter:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<b>Office Use Only</b>			
Amount Paid: \$ _____	Rec.#: _____	Date: _____	Cashier Initials: _____
No. of Coupons: _____	Coupon Nos.: _____	to _____	

**NOTE: This form is subject to public disclosure.  
This institution is an equal opportunity provider, and employer.**

**RELEASE & WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

IN CONSIDERATION for being permitted to use a grill/barbeque belonging to the City of Prosser for rental purposes, the undersigned, for himself/herself, his/her personal representatives, guests, children, heirs, and next of kin, acknowledges, agrees, and represents that he/she has or will immediately upon renting, and will continuously thereafter, use the grill/barbeque in accordance with the instructions provided to the undersigned, that he/she has inspected the grill/barbeque and accepts such equipment as being safe and reasonably suited for the purposes of his/her use, and he/she further agrees and warrants that if, at any time, he/she feels anything to be unsafe, he/she and all guests will quit using the grill/barbeque, leave the area and advise appropriate persons.

THE UNDERSIGNED hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the City of Prosser, its elected officials, managers, operators, appointed officials, officers, employees, all for the purposes herein referred to as "releases", from all liability to the undersigned, guests, representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demand thereof on account of INJURY to the person(s) or property or resulting in DEATH of the undersigned or guests, whether caused by negligence of the releases or otherwise while in or upon the area.

THE UNDERSIGNED hereby AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost they may occur due to their use of the grill/barbeque and whether caused by the negligence of the releases or otherwise.

THE UNDERSIGNED hereby accepts full responsibility for each child who is allowed near the grill/barbeque. All children under the age of 18 must be supervised at all times. Use of a grill/barbeque carries risk that may result in serious injury or death, and unsupervised use by children is prohibited.

THE UNDERSIGNED hereby ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of the releases or otherwise while using the grill/barbeque.

THE UNDERSIGNED hereby certifies that he/she and guests (they) have adequate insurance to cover any injury, illness or damage that may be caused or suffered because of use of the grill/barbeque, or else agrees to bear the costs of such damage or injury. The undersigned further that he/she/they have no medical conditions which would interfere with use of the grill/barbeque or else assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition and expressly acknowledges such physical activities are dangerous and involve the risk of serious injury and/or death and/or property damage. The undersigned further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by law and that if any provision is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Any dispute, controversy or claim arising out of or related to this Agreement or the interpretation of this Agreement shall be settled by arbitration in accordance to the rules of the American Arbitration Association, except to the extent modified below. The place of arbitration shall be in the City of Prosser and/or Benton County.

THE UNDERSIGNED HAS READ, UNDERSTANDS THE RISKS, AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_ Table # \_\_\_\_\_