



City of Kerman Parks, Recreation & Community Services
Facility Use Application for Community Pool
559-846-9383



Date of Application: _____

Name of Applicant/Responsible Party _____

Address: _____ **City** _____ **Zip** _____

Home Phone: _____ **Cell Phone:** _____ **Email:** _____

Date of Rental: _____ **Hours of Use (Minimum of 2 hours)** _____

Purpose of Rental: _____ **Estimated Attendance:** _____

Rental Fee:

Total # of guests includes all those who will be within the fenced in pool area

1-75 =	\$55/hr x _____ hrs.	Total: _____
76-100 =	\$65/hr x _____ hrs.	Total: _____
100-125 =	\$75/hr x _____ hrs.	Total: _____

Rates and fees are subject to change upon City Council approval. City sponsored/Co-sponsored and Kerman Kickers events will take precedence and may bump other reserved events. All fees are due within 10 business days prior to reserved date.

WAIVER AND RELEASE OF CLAIMS

In consideration of you accepting my or my child's registration, I, the undersigned, hereby agree that neither I, my successors, assigns, nor anyone acting on my behalf will make claim against or sue the City of Kerman, its officers, agents, employees, or volunteers for injury or damage resulting from, or in connection with, the condition of any facility, or the negligence, carelessness, or other acts, howsoever caused by the City of Kerman, its officers, agents, employees, or volunteers. I hereby waive and release the City of Kerman, its officers, agents, employees, or volunteers from all claims, losses, liabilities or lawsuits that I, my successors, assigns, or anyone acting on my behalf may now have, or may hereafter at any time have for injury or damage: (1) resulting from the condition of any improved facility which has been reasonably maintained; (2) resulting from the condition of any unimproved city facility; (3) suffered by me or my family members while participating in or traveling to and from the event or activity set forth above; or (4) suffered by me or my family members in any other activity related to the event or activity aforementioned. This release does not apply to willful or intentional acts of misconduct by City of Kerman, or any of its officers, agents, employees or volunteers.

I understand that this agreement and release of liability is enforceable against me only, as parent or guardian of such minor, and that said agreement and release of liability may not be enforced against such minor. Therefore, in further consideration for permitting such minor to participate in the aforementioned activity, I agree to defend and indemnify the City of Kerman, its officers, agents, employees, and volunteers against any claim or lawsuit for injury, loss, or damage arising from or in any way connected with such minor's participation in the event including any injury, loss, or damage in connection with , the condition of any facility or from the negligence, carelessness, or other acts of the City of Kerman, its officers, agents, employees, or volunteers, as well as from any loss, damage, liability, cost or expense they suffer as a result of any such claim or lawsuit.

I agree that city staff, its agents or volunteers may photograph or videotape me and/or my minor children and that the city may use such photographs or videotapes to promote city programs and classes. I expressly allow, and hereby waive any objection to the city's photographing and/or videotaping of me and/or my minor children when I and/or minor children are participating in a city recreation program. I understand all photos and videotapes will remain in the property of the City of Kerman Recreation and Community Services department.

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and agreement to defend and indemnify, and that it is a legally binding contract between the City of Kerman and me, and I sign it of my own free will.

Signature _____

Date _____

City of Kerman Parks, Recreation & Community Services
Facility Use Rules for Community Pool
559-846-9383

POOL RULES:

- No cooking in or around pool area.
- You may bring food into the pool area providing that it is already prepared.
- Please dispose of all trash in the appropriate areas.
- Parking allowed in parking lot only. No parking in fire lane.
- No smoking on school property.
- No glass of any kind.
- No alcohol of any kind.
- No gum or seeds of any kind.
- No whole watermelons.
- Food and beverage are limited to grass area only.
- All other applicable pool rules apply.
- Lifeguards must be obeyed at all times.
- **No pool mats or flotation devices.**

NOTE: Pool Parties are subject to cancellation due to the following reasons:

Inclement Weather

Health & Safety Issues

Maintenance and Operation Issues

(Kerman Unified School District is responsible for the Maintenance and Operation of the pool, City staff are not trained in Pool Maintenance Procedures)

I have read the Facility Use Rules for the Community Pool and I agree to abide by the Pool Manager/Assistant Pool Manager's decision concerning all safety matters. If any rules are not followed, I understand that the pool may be closed and all monies forfeited. I understand that it is my responsibility to ensure that all those attending this event know the rules and regulations.

Signature _____

Date _____