



Chico Area Recreation and Park District “Helping People Play”

545 Vallombrosa Avenue, Chico, California 95926,
(530) 895-4711, Fax (530) 895-4721

Dear Private Pool Renter,

The Chico Area Recreation and Park District is excited to have the opportunity to serve you. We look forward to helping create a fun, positive, and most importantly, safe environment for your event. Please take a moment to read the information below and the **Pool Rental Policies and Procedures and Pool Rules**.

The pool will be reserved for private groups only.

There must be at least two (2) Responsible Adults present during the entire event. Their responsibilities include: knowledge of the Pool Rules; knowledge of the Pool Rental Policies and Procedures; attentive supervision of all participants at all times - including in the dressing room, on the deck, and lawn areas; and cleaning of the area when the event is over.

As soon as you arrive at the pool, please locate the lifeguard(s). He/she/they will introduce themselves, followed by a quick tour. The lifeguard(s) will review with the pool rules and swim test requirements with the group before anyone enters the pool. Please let the staff know if there are any weak swimmers, or any participants who may need special attention.

Thank you,

CARD Aquatics Team



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Pleasant Valley Pool Party Rules

Safety of CARD staff and Patrons is our number one goal. All rules are to ensure the safety of all participants. If you have any questions, please talk to a head or assistant lifeguard.

Please help us by following our pool rules below.

- ❖ Swimmers must shower before entering the pool.
- ❖ NO Running
- ❖ Dunking and pushing is not allowed.
- ❖ No horseplay in which you are pushing people under, or on people's backs/shoulders
- ❖ NO extended underwater breathe holding.
- ❖ Glass containers of any kind are not allowed in the pool area.
- ❖ NO Smoking or Alcohol allowed in the pool area.
- ❖ Everyone must be in proper swimming attire (bathing suits, swim shorts)
- ❖ Back flips, spinning jumps, dives or jumping backwards from the edge of the pool is not permitted.
- ❖ Jumping or climbing on swimmer's shoulders or backs is not allowed.
- ❖ Please remove all hairclips, rubber bands, Bobbie pins and/or Band-Aids before entering the pool.
- ❖ Swimming accessories such as; flotation devices; inflatable toys, snorkels, dive masks, etc. may only be used at the lifeguards discretion.
- ❖ Listen to the lifeguard at all times.
- ❖ Food may be eaten only in bleachers and/or grass area
- ❖ Lifeguards have the right to amendment rules, as necessary, to make sure the needs of the pool is met.
- ❖ Lifeguards have the right to refuse service.
- ❖ Parents/Guardians/Supervisors: PLEASE actively and closely watch your children.
- ❖ Any child in the pool 4 or younger needs to have an adult within arm's reach.
- ❖ Anyone who wishes to swim in the deep end must take and pass a swim test before entering.

What happens if I break a pool rule?

1. Warning from a lifeguard.
2. If the problem continues, you will be asked to sit out of the pool for 5 minutes.
3. Offender may be asked to leave the pool.

Swim Test

In order to pass the swim test you must swim down and back the width of the pool in a recognizable free style motion. It is at the discretion of the lifeguards to pass you. If you do not pass, you may not swim in the deep end. You have 1 opportunity per day to take a swim test. You must take a swim test every day you come to the pool.



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Pool Rental

Policies and Procedures

1. GENERAL RULES AND INFORMATION

- All reservations must be approved in advance by CARD.
- Reservations will only be issued to adults 18 years of age and over.
- Reservations are accepted on a first-come, first-served basis, up to ninety (90) days in advance of the rental date, based upon the availability of the facility and staff.
- Reservation requests will not be accepted less than fourteen (14) working days prior to the date requested. For reservations received less than fourteen (14) working days, CARD will make a reasonable effort to accommodate those reservations based upon availability of the facility and staff and the accommodations needed.
- Events can begin as early as 8:00 a.m. and must end thirty (30) minutes prior to sunset with all personal and rental equipment removed.
- Rental times must include set-up and take-down/clean-up time.
- Available parking is not guaranteed and may be limited. Parking is allowed in parking lots only. No motorized vehicles or motorcycles are allowed on the grass, sidewalks, etc.
- CARD reserves the right to book additional events before and after confirmed reservations.
- CARD reserves the right to deny reservations based on maintenance needs and/or area conditions.
- Storage is not available to users before or after events. Set up of equipment is allowed only during the hours for which the pool area has been reserved.
- CARD reserves the right to photograph events for promotional purposes.
- All groups, organizations, and individuals who sign a contract to rent a facility shall agree to indemnify and hold harmless the Chico Area Recreation and Park District, its elected and appointed boards, directors, commissions, officers, agents, employees, and volunteers from any liability for damages and claims for damages or personal injury, as well as for claims for property damage and/or loss, including personal property, which might arise from the use of CARD's Facilities.
- Under certain circumstances, as determined by the General Manager, the District reserves the right to negotiate fees, General Liability Insurance Limits,

as well as the amount of a Security Deposit, and any other applicable fees.

- **THE CHICO AREA RECREATION AND PARK DISTRICT IS NOT RESPONSIBLE FOR ACTIONS, INJURIES OR LOSS OF PROPERTY AS A RESULT OF THE EVENT.**

2. CARD STAFF AND SECURITY

- CARD reserves the right to require CARD staff, and/or lifeguard services for any function at the discretion of the General Manager or his/her designee. The staff, and/or lifeguards will be hired and contracted by CARD, at the Renter's expense. The staff, and/or lifeguards are **not** there to perform physical labor for the applicant, such as loading and unloading cars, moving tables, chairs, etc. The staff and/or lifeguards are **not** permitted to accept "tips", other gifts, or participate in the event.

3. RENTAL FEES AND CHANGES

- All fees must be paid in full at the time the reservation is confirmed and the contract is executed.
- Fees will not be refunded for reservation times not used.
- Changes to the rental contract, such as the nature of the event or the number of participants, shall be submitted in writing, not less than thirty (30) days prior to the scheduled event. Only the person(s) listed on the application is (are) authorized to submit rental changes. Changes must be approved by CARD staff and, if necessary, fees will be adjusted. CARD reserves the right to deny changes.
- If Renter wishes to change the event date(s), a \$15 service fee will be assessed for each date change. The \$15 service fee is due at the time the change is requested, and any date change is subject to availability and prior approval from CARD.
- If a reservation is rescheduled and subsequently canceled, the cancellation fees specified in Section 4 below shall apply.
- At the discretion of CARD Staff, Renter may be charged additional fees if it is determined that additional staff and/or lifeguards are needed for an event. The cost for each lifeguard will be \$25 an hour, and the cost for each additional staff member will be \$15 an hour.

4. RENTAL CANCELLATIONS

- CARD reserves the right to cancel any activity due to weather, unsafe conditions, or other reasons that might endanger the health, safety, or welfare of the participants and/or public. If CARD cancels the event before the start date, all rental fees will be refunded.
- If CARD cancels the event once in progress due to circumstances beyond CARD's control and for reasons not caused by the Renter or participants, rental fees will be refunded minus direct costs of staff and services provided.
- If CARD cancels the event once in progress due to reasons that are caused by the Renter or participants, no rental fees will be refunded.

- If the rental is cancelled by the Renter fifteen (15) days or more before the event, all rental fees will be refunded, minus a \$25 cancellation fee. If the rental is cancelled by the Renter fourteen (14) days or less before the event, all rental fees will be forfeited.
- All cancellations must be submitted in writing including the signature of the person appearing on the Rental contract, the event date, the location reserved, and the date of the cancellation request.
- Incomplete, inaccurate or false information listed on the rental contract and/or application may result in cancellation of the rental, and loss of all fees paid.

5. POOL SAFETY

- CARD strives to provide pool guests and pool neighbors with a safe and trouble-free environment. A CARD lifeguard will be with you during your activity. CARD staff have the authorization to stop or modify any activity if deemed necessary. If you have safety concerns, or onsite problems, please call (530) 624-3985. For emergencies call 911.

6. RESTRICTIONS

- Do not stake anything into the lawn as this could break underground irrigation.
- Defacing of trees, nature, vegetation, benches, tables, any park fixture, open ground, or paved roads/paths with markings, staples, tacks or signs is prohibited. No piñatas or accessories shall be affixed to trees. Do not tape, glue, staple or nail flyers or any other items to trees, buildings, poles, etc.
- Sub-leasing to another individual, organization, or party is strictly prohibited.
- No glass containers are allowed at the pool facility.

7. FOOD

- If Renter is preparing or serving food to a known group of people, additional permits are not required. However, if the Renter plans to sell or serve food to the general public, a permit is required. A copy of all required permits must be provided to CARD no later than thirty (30) days before the event.

8. BARBECUES

- Only personal propane barbeque devices will be allowed in designated areas. All other personal barbeque devices are strictly prohibited unless permitted by written agreement with the District. All barbeque devices must be from manufactured sources, in good working condition, and used only for their intended uses.

9. BOUNCE HOUSES

- Any and all bounce houses, inflatables, or other similar items are not allowed at any pool facility.

10. ALCOHOLIC BEVERAGES/SMOKING

- Alcohol and Smoking at our Pool Facilities is strictly prohibited.

11. AMPLIFIED SOUND

- Amplified sound is prohibited without prior written authorization from CARD. Renter is responsible for complying with all City of Chico noise ordinances.

12. TRASH DISPOSAL/CLEANUP

- Before leaving, the facility must be cleaned up and all garbage put in trash cans, and all decorations, signage, personal property, and equipment must be removed within the rental time. If the facility is not cleaned, the Renter will be charged for the time to clean up. If the trash cans are full, all debris must be bagged and removed by the Renter.

13. RENTER'S RESPONSIBILITIES

- Renter must abide by and follow all Rules and Regulations of the Chico Area Recreation and Park District, as well as the Pleasant Valley Pool Party Rules.
- CARD is not responsible for any property brought to the event by renter, or renter's guests or invitees.
- Falsification of the application of any kind will cause cancellation of the reservation and forfeiture of all fees.
- CARD reserves the right to cancel a scheduled event. If a Renter does not meet contractual terms, the Renter's event can be cancelled without refund and could result in denial of any future rentals/reservations.
- Renter assumes full responsibility for the conduct of the guests and all activities at their function. Violence, loud behavior, and unsupervised children are not permitted and will not be tolerated. Guests must adhere to all policies and procedures outlined herein and on the rental contract, as well as the Rules and Regulations of the Chico Area Recreation and Park District, and the Pleasant Valley Pool Party Rules. CARD may cancel any event for violations of any Rules and Regulations of the Chico Area Recreation and Park District, or any federal, state, local laws, and/or ordinances.
- Renter assumes full responsibility for communication between Renter and attendees for events held. CARD should not be listed as a contact for the event.
- Sponsors of activities and events designed to accommodate minors must provide adequate supervision by an adult at all times while using the facilities.
- No person or organization other than the applicant is allowed to conduct the event for which the reservation is issued. The reservation shall not be transferred or assigned; any such transfer or assignment shall void the reservation.
- Under no circumstances shall CARD owned equipment or property be removed from the facility. Renters will be liable for the cost of necessary repairs and/or replacement of any equipment or property lost, damaged, or stolen during the Renters use of the facility.