

RESERVATION FORM

BOB KORN MEMORIAL SWIMMING POOL

PLEASE PRINT CLEARLY

CONTACT DETAILS

Name

Organization

Postal Address

City / State

Zip Code

Cell phone

E-Mail

FEES

ITEM

Whole Pool (per hour) – includes 1 Lifeguard and up to 25 swimmers

Per Lane (per hour)

Additional Lifeguard(s)/per hour

Special Interest/Training

PRICE

\$84.00

\$13.50

\$30.00

Fees authorized by Director

All fees include City Sales Tax (6%). Payments are accepted by cash, check and credit card at thePool. Reservation subject to approval by City of Cordova. Please make checks payable to City of Cordova.

USE DETAILS

Rental Start

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
M	M	D	D	Y	Y

Rental End

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
M	M	D	D	Y	Y

Rental Time

<input type="text"/>	to	<input type="text"/>
(include setup/clean up)		

Event Time

<input type="text"/>	to	<input type="text"/>
----------------------	----	----------------------

Purpose

Attendance

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS AND THE RIGHTS YOU ARE GIVING UP BY SIGNING IT AND THE AFFIRMATIVE OBLIGATIONS IT PLACES UPON YOU, AND SIGN THE AGREEMENT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

Date

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
M	M	D	D	Y	Y

Signature

OFFICE USE ONLY

Staff Member initials

Payment Amount

Date Paid:

Rental Approved

Yes

No

Cash

Check #

Credit

Reason if declined

BOB KORN MEMORIAL SWIMMING POOL RESERVATION TERMS & CONDITIONS

1. INTRODUCTION

The City of Cordova (the "City") makes available City-owned facilities, including the Bidarki Recreation Center and the Bob Korn Memorial Swimming Pool (the "Public Facilities") to members of the public ("reservées") who agree to adhere to federal, state, and municipal laws and all applicable Public Facilities rules and City regulations. In order to reserve the Public Facilities, reservées must agree to the following terms releasing the City from any and all liability related to the use of the Public Facilities:

2. WAIVER AND RELEASE

By their very nature, Public Facility environments can be unpredictable. This means that even the most perfect, safest set of circumstances could not eliminate all risks associated with use of the Public Facilities; these types of risks, (such as falls, contact with other Facility Patrons, improper use or failure of the equipment, and drowning), are called inherent risks. Additionally, certain conduct or actions by others, including other Facility Patrons, may cause damage to property or result in injury to a Facility Patron. Further, naturally-occurring human disease and viruses (including but not limited to COVID-19) occur in all environments, including the Public Facilities. Although the City endeavors to take reasonable measures to mitigate contact, exposure, transmittal, or contamination of diseases and viruses between or among people (including Public Facility Patrons, employees, and third parties), it is the sole responsibility of the reservee and members of their party to safeguard themselves and others from such risks. Accordingly, all Facility Patrons must assume responsibility for all risks – inherent, disease- or virus-related, or otherwise – as a condition of using the Public Facilities, including those that result in bodily injury, illness, property loss, or death.

The Public Facilities have many unattended areas where there will be no staff monitoring the Public Facilities or the Facility Patrons. All Facility Patrons must assume full responsibility for themselves and all of the activities in which they choose to engage, and must agree to the general and specific rules governing each Public Facility or activity, including but not limited to rules governing the use of the Public Facilities.

Additionally, while the City strives to maintain the safety of the Public Facilities, it may make MISTAKES or act NEGLIGENTLY in trying to do so. In exchange for the use of the Public Facilities, the Facility Patrons (and anyone that could or can legally stand in their place) agree to defend, release, indemnify, and hold harmless the City (and its past, present, and/or future city council members, administrators, officers, employees, volunteers, agents, attorneys, insurers, representatives, designees, and assigns) from liability or claims stemming from the City's NEGLIGENCE or MISTAKES, whether related to inherent risks or otherwise, for any claim brought by reservées, their minor child/dependent, or any third parties. In light of this limitation of City liability, groups and organizations wishing to reserve the Public Facilities may wish to maintain insurance coverage for the scope of their activities within the Public Facilities. Failure of any group, organization, or member thereof to maintain such insurance coverage may not be construed as grounds to impose any liability upon the City for any acts, omissions, mistake, negligence, or damages whatsoever.

3. RESERVATION PROCESS

- All rentals must be submitted as a reservation request form to be reviewed by the Department Director or designee.
- The swimming pool is available to rent for birthday parties on Saturdays from 10am to 12pm or 6pm to 8pm. unless otherwise advised.
- Rental of the Public Facilities requires at least two (2) weeks prior to the date(s) requested. This will allow us to coordinate with department staff. Rental requests submitted after this time will only be considered on a case-by-case basis.
- The Public Facility WILL NOT BE RESERVED until the reservation request has been reviewed for approval by the City and paperwork and payment are completed.
- Rental requests will be processed on a first-come, first-served basis and are subject to Public Facility and staff availability.

4. RULES AND REGULATIONS

Each of the Public Facilities has its own rules. These rules may be accessed at www.cityofcordova.net/pool, and may also be posted at the Public Facilities or communicated by City staff. By reserving the Public Facility or any area thereof, reservées acknowledge that they will ensure themselves and all members of their party comply with each Public Facility's rules. In addition, reservées must not carry out any illegal acts on the Public Facilities premises, and reservées must comply with each Public Facilities' health and safety requirements. The City may, in its sole discretion, modify its rules, regulations or policies without notice at any time. The City reserves the right, at its own discretion and acting reasonably, to refuse entry, or ask a reservee or member of the reservee's party to leave the Public Facilities. The City specifically reserves the right to deny entry or ask a reservee or member of a reservee's party to leave the public facilities for noncompliance with rules, policies, regulations, and/or laws; drug or alcohol use; and/or inappropriate or unsafe behavior.

BOB KORN MEMORIAL SWIMMING POOL RESERVATION TERMS & CONDITIONS

5. FEES

FULL payment of all fees are due within three (3) days of approval of the reservation by the City. The Director must approve any alternate payment schedule. Your facility rental is inclusive. Time for set-up and clean up **MUST** be included in your reservation and you are charged for this time. If your rental goes over the permitted time, you will be responsible for paying additional rental fees. The reservee must pay for all time reserved, even if not used (i.e. late start or early end of rental). Refunds are not given if your event ends early. The reservee shall assume and reimburse the City for any or all costs and expenses determined by the City to be unusual or extraordinary.

6. CANCELLATION & REFUNDS

Although the City endeavors to make its Public Facilities available to reservees at the date and time agreed- upon in each executed reservation form, unanticipated issues outside of the City's control such as facilities concerns; scheduling errors; staff unavailability; or harsh weather conditions may necessitate cancellation or rescheduling of reservations with or without notice. If a cancellation is necessary, the City will endeavor to take all reasonable steps to provide the reservee with notice of the cancellation; however, occasionally no notice will be possible in light of the circumstances. Where a cancellation is necessitated, any pre-paid reservation fee will be refunded to the reservee as soon as practicable if reservee chooses not to reschedule the reservation.

For reservee initiated cancellations, all cancellations must be submitted in writing by the reservee and will be eligible for a refund according to the following schedule.

- 2+ weeks: Full refund
- 1+ week: Refund minus 30%
- 6 – 2 days: Refund minus 50%
- Less than 2 days: No refund

Failure to notify the City of a cancellation will not release the reservee from their rental obligations.

Please note: Refunds by Check may take 2 to 4 weeks to process.

7. CHILD SUPERVISION

Safety in and around the water is vital. It is the parent/caregiver responsibility to keep their children safe. All children under the age of 14 must be accompanied to the pool by a responsible parent/caregiver over the age of 16. If you are not able to meet with minimum children supervision ratio you will be denied entry to the facility. Our age requirements are as follows:

- Children under the age of 5 and non-swimmers: at least 1 parent/caregiver **in the water** for every 2 children
- Children aged 6 - 10 and weak swimmers: at least 1 parent/caregiver **actively supervising** for every 4 children
- Children aged 11 - 14: at least 1 parent/caregiver present.

Active supervision means always watching the child and being able to provide immediate help. The parent/caregiver must be close enough to:

- see the child
- be seen by the child
- hear the child and be heard by the child

8. DECORATIONS

Decorations, signage, and any other similar items will not be hung in such a way that may cause damage to walls, doors or structures. The use of scotch, duct, masking tape, staples, push pins, or glue to place signs or decorations anywhere in the facility is prohibited. Blue painters tape is acceptable. Helium balloons are not allowed in the Gymnasium. Any and all use of candles or open flames is prohibited.

9. SMOKING, DRUGS & ALCOHOL

- Smoking/Vaping is prohibited inside or within 20 feet of the entrances to the Public Facility. AS 18.35.301.
- Alcoholic beverages are prohibited as per City Code: 6.12.030.
- Possession, consumption, or impairment from drugs (including marijuana), is prohibited within a Public Facility .

BOB KORN MEMORIAL SWIMMING POOL RESERVATION TERMS & CONDITIONS

10.CONDUCT

The reservee is solely responsible for any and all accidents or injuries to persons or property resulting from the use of the Public Facility. The reservee is responsible for the control and supervision of all people in attendance at their event. The reservee shall take care that no damage is done to the Public Facility and that all of the attendees conduct themselves in an orderly manner in and around the Public Facility including surrounding areas and parking lot. If damages or behavior of the group are deemed inappropriate or unsafe for any reason, the event may be stopped in progress and denied further use of the Public Facility. Groups composed of minors (under the age of 18) must be supervised as per the Child Supervision Policy.

11.INSURANCE

The City may require a Certificate of Insurance, depending on the size and/or nature the event. The City requires all certificates of insurance to be submitted ACORD form or on the insurance company's letterhead. The **City of Cordova, P.O. Box 1210, Cordova, AK 99574** must be listed as the certificate holder as well as an additional insured with respect of general liability. An endorsement naming "The City of Cordova, its officials, agents, employees, and volunteers" must accompany the Certificate of Insurance. General Liability Insurance must be in the amount of \$1,000,000. The named insured must match the name of the reservee on the application. The Certificate of Insurance is due **at least 7 days** prior to the event.