

BIDARKI RECREATION CENTER RESERVATION TERMS & CONDITIONS

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 ("reservees") 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, reservees must agree to the following terms releasing the City from any and all liability related to the use of the Public Facilities. Facility rentals are available year-round based on facility and staff availability. Rentals may not be available at certain times of the year due to City use or maintenance closures. Rental requests will be processed on a first-come, first-served basis. All rental requests are considered pending until the request is approved, facility use agreement signed, and full payment is made.

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 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 NEGLIGENCE 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 reservees, 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.

RULES AND REGULATIONS

Each of the Public Facilities has its own rules. These rules may be accessed at www.cityofcordova.net, and may also be posted at the Public Facilities or communicated by City staff. By reserving the Public Facility or any area thereof, reservees acknowledge that they will ensure themselves and all members of their party comply with each Public Facility's rules. In addition, reservees must not carry out any illegal acts on the Public Facilities premises, and reservees 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.

FEES

FULL payment of all fees are due upon the submission of the Reservation Form. 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.

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.

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.

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SETUP

The reservee must check in at the front desk of the Public Facility prior to entering the requested space for the event. Staff will provide a cleaning list to be completed by the reservee at the conclusion of the event and will also indicate where emergency exits are located. The reservee will not be permitted in the space to set up or clean up before or after the requested rental time. Early delivery of supplies such as additional tables and chairs for your event must be approved by the Director or their designee. The reservee is completely responsible for all set up and break down, including cleaning and putting away of any equipment used during the event. City staff will not be responsible for moving, setting up, or taking down of any equipment brought in or used by the reservee.

CLEAN UP

Reservee's are responsible for clean-up. Anything spilled on the floor must be cleaned up immediately by the reservee. Reservees will be responsible for removing decorations, vacuuming/mopping or sweeping the rented area and bathrooms; wiping down any tables and chairs, returning equipment to the appropriate location, emptying all trash cans in the rental area, and throwing trash bags in the dumpster across the road on 2nd Street. The City will provide the reservee with access to cleaning supplies such as brooms, mops, trash bags for clean up if needed. The Public Facility must be left in a clean and neat condition as found at the beginning of the rental period. Damages to the Public Facility by the reservee, its guests, volunteers, vendors, or attendees shall be assessed fees to replace or repair the damage. If the rental space(s) are not returned to its original condition, the reservee will be charged of cleaning fee of \$50.00 per hour. Prior to leaving the Public Facility, please double check your belongings to make sure you have not inadvertently packed up any City equipment with your items.

GYMNASIUM RULES

- The Public Facility may remain open to the public during rentals. The public will have access to the cardio area, bathrooms and weights area.
- Non marking clean gym shoes are to be worn on the court.
- Please ensure that children are supervised. Refer to Conduct clause.
- Food and drink are prohibited on the court, except water in refillable non-glass container.
- Hoop height will remain at 10ft during open gym times.
- Dunking or hanging on basketball nets or rims is not permitted.
- Do not drag equipment or other heavy objects on the gym floor; take care not to scratch the floor.

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 .

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 by 1 adult for every 15 minors. Chaperons must be present at all times.

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.