

# First Capitol Pool Rental Policies

**RESERVATION IS NOT SECURED UNTIL  
RENTAL, DEPOSIT AND LIFEGUARD FEES ARE PAID IN FULL.**  
RESERVATIONS MUST BE MADE NO LATER THAN 7 DAYS PRIOR TO PARTY DATE.

- **Rental Fees:**
  - \$100 for 2 hours (minimum)
  - \$125 for 3 hours (maximum)
- **\$50 Security/Cleaning Deposit :**
  - May be returned 1st business day after function upon completion of all items on checklist.
  - **Must be picked up from City Hall within 60 days or will be deposited to City General Fund without notice.**
- **Life Guards: \$10 per hour/per guard**
  - 2 guard minimum
  - 3 guards for 20 – 30 swimmers
  - 4 guards for 30 – 40 swimmers
  - 5 guards for 40 – 50 swimmers
  - Ratio: 1 guard to every 10 swimmers
  - Due and payable in CASH upon reservation
- **Reservations are not secured until rental, deposit and lifeguard fees are paid in full.**
  - Application must be completed and paid in full no later than 7 days prior to party date.
  - Reservations can only be made in person at the City Pool Monday-Saturday from 1-5PM.
- **Refunds**
  - A full refund will be given if pool manager has to cancel due to equipment failure or bad weather and the renter is unable to reschedule for another day.
- **Pool will open at the scheduled party time and must be vacated within 15 minutes of scheduled ending time (set-up & clean-up occurs within the reservation time).**
  - In excess of 15 minutes past the scheduled ending time results in all guards being paid an additional hour (\$10 per guard).
  - Life Guards are contracted employees of The City of West Columbia for city facility operations – they are being paid to open the facility, stand as lifeguards during the function, and close and secure the facility after assessing deposit disposition.
- **Food is allowed only under the covered areas and grassy areas.**
- **Grills are not allowed inside the fence.**
- **Only non-alcoholic beverages are allowed as long as they are not in glass containers.**
- **Pool rules are posted in the pool area and must be followed at all times.**
- **Party's reserved for 3 hours will have one 15 min. guard break where swimmers exit the pool.**
- **Balloons are NOT allowed in the pool area.**
- **Children under the age of 6 must be escorted to the bathroom.**
- **Flotation devices**
  - Non-swimmers may only use a USCG approved PDF/life jacket and must be worn correctly.
  - NO blow up arm floaties allowed.
  - Swimmers may use noodles (not supplied by the pool).
- **Clean-Up – ALL must be done to receive deposit back**
  - ALL trash must be picked up.
    - Wrapping paper, food, paper goods, streamers, etc.
  - Trash cans must be emptied and trash put in the dumpster in the parking lot.
  - Concrete sprayed down with water hose –
    - All food & drinks spilled must be sprayed off the concrete area.
  - Bathrooms –
    - trash thrown away
    - surfaces wiped down
    - cleanup of any restroom accidents

# FIRST CAPITOL POOL RENTAL AGREEMENT

**Date of Application:** \_\_\_\_\_

**Applicant's Name:** \_\_\_\_\_

**Applicant's Phone Numbers:** Home # \_\_\_\_\_ Work # \_\_\_\_\_ Cell # \_\_\_\_\_

**Name of Organization:** \_\_\_\_\_

**Purpose of Function:** \_\_\_\_\_

**Date of Function:** \_\_\_\_\_ **Time of Function:** \_\_\_\_\_ to \_\_\_\_\_

*\*The pool may only be rented on Friday, Saturday or Sunday between the hours of 6:00PM and 9:30PM (2 HR MIN. & 3 HR MAX.)*

**Approximate Attendance:** Spectators \_\_\_\_\_ Swimmers \_\_\_\_\_

**Deposit Required:** \$50 pd \_\_\_\_/\_\_\_\_/\_\_\_\_ (Cash Ck# \_\_\_\_\_) **Fees Required:** \$100/2hrs \$125/3 hrs  
*All required fees are due at time reservation is made. A full refund will be given if pool manager has to cancel due to equipment failure or bad weather and the renter is unable to reschedule for another day. Lifeguard fees are \$10 per hour / per guard which is due and payable in cash at time of reservation. Eligible refunds will be available for retrieval upon 1<sup>st</sup> business day after party. Any cash refund not retrieved within 60 days after party date will be deposited to the City General Fund without notice.*

**Date:** \_\_\_\_\_ **Policy Rec'd:** \_\_\_\_\_ **HHA Rec'd:** \_\_\_\_\_ **Applicant Acceptance:** \_\_\_\_\_

CLEANUP	COMPLETED	INITIALED by APPLICANT	INITIALED by GUARD
Deck Area: All trash and party debris picked up			
Bathrooms: All trash picked up and surfaces wiped down			
Concrete Sprayed Down with Water Hose			
Trash Cans emptied & put in park dumpster			
Parking Lot: All trash and party debris picked up and thrown in dumpster			

**OFFICE USE ONLY:**

**Application Taken By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Life guards needed:** 2    3    4    5

**Life guards working:** \_\_\_\_\_

**Applicant eligible for Refund:** YES \_\_\_\_\_ NO \_\_\_\_\_

**Deposit Returned:** YES \_\_\_\_\_ NO \_\_\_\_\_ *(Cash Deposits not retrieved within 60 days will be deposited to City General Fund)*

**Deposit Returned to:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**\*\*\*\*\*THIS FORM MUST BE TURNED IN TO CITY HALL BY LIFEGUARD\*\*\*\*\*  
 FOR RENTER TO BE ELIGIBLE FOR DEPOSIT RETURN**

**RELEASE, WAIVER, INDEMNIFICATION AND  
HOLD HARMLESS AGREEMENT**

For and in consideration of being permitted the right to enter and use the swimming pool facilities located at 1300 N 13<sup>th</sup> St, West Columbia, Brazoria County, Texas known as First Capitol Pool and operated by the City of West Columbia (hereinafter "Releasee"), the undersigned \_\_\_\_\_ (hereinafter "Releasor"), does hereby, for his/her spouse, parents, heirs, minor children, assigns, legal representatives, and guests, **RELEASE, WAIVE, DISCHARGE and INDEMNIFY** the City of West Columbia, its successors and assigns, officers, agents and employees, from and against any and all injuries, damages, claims, losses and/or liabilities and causes of action of any kind or character, including, but not limited to, permanent injury or death, accruing to Releasor or the above named individuals, regardless of how such damages occur or are sustained, as well as while traveling to and/or from facilities.

**RELEASOR AGREES TO HOLD HARMLESS AND INDEMNIFY RELEASEE AND/OR ITS ON-DUTY PERSONNEL FOR ANY CLAIMS OR LAWSUIT ARISING OUT OF OR IN ANY WAY CONNECTED TO RELEASOR'S, OR ANY GUEST OF RELEASOR'S, PRESENCE AT THE FACILITY UNDER THIS AGREEMENT.**

**RELEASOR UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT RELEASEE MAKES NO REPRESENTATION OR WARRANTY AS TO THE CONDITION, FITNESS FOR USE, SAFETY CONDITIONS OR SERVICES OF THE SWIMMING POOL FACILITIES AND RELEASOR ACCEPTS THE RIGHTS AND PERMISSIONS HEREIN GRANTED TO ENTER UPON AND/OR USE THE SWIMMING POOL FACILITIES AS SET FORTH ABOVE WITH THE FULL KNOWLEDGE, UNDERSTANDING AND AGREEMENT THAT SUCH USE, SWIMMING ACTIVITIES AND POOLSIDE ACTIVITIES CAN BE HAZARDOUS AND DANGEROUS AND RELEASOR ACCEPTS ANY AND ALL SUCH RISKS OF LOSS, INJURY OR DEATH.**

Releasor further acknowledges and accepts responsibility for the conduct and safety of all minors, swimming and non-swimming, entering the facilities under this agreement.

Releasor expressly agrees that this Release, Waiver, Indemnification and Hold Harmless Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that if any portion hereof is held to be invalid, it is agreed that the remainder of the provisions hereof shall, notwithstanding, continue to full legal force and effect.

Releasor has carefully read this agreement and fully understands its contents. Releasor is aware that some of the provisions hereof are intended by the Releasor and Releasee to be a waiver and release of liability in favor of Releasee and Releasor has signed it of Releasor's own knowledge and free will. Further, but for Releasor's execution of this agreement, Releasor would not allow Releasor, or minor children for which Releasor is responsible, to enter upon the swimming pool facilities.

IN WITNESS WHEREOF, Releasor has executed this Release, Waiver and Indemnifications Agreement on the date shown below and understands that this Agreement shall apply and be binding against Releasor during the entire time period during which Releasor or persons under the care, custody or responsibility of Releasor are upon the swimming pool facilities and/or traveling to and from such facilities.

Releasor Statement: I swear or attest that I am a representative of and authorized to enter into this agreement for any business, school, club or other entity of which those entering the pool facilities are associated with.

\_\_\_\_\_  
Releasor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Releasor's Printed Name

\_\_\_\_\_  
Entity Being Represented (if applicable)