



# PERRIS UNION HIGH SCHOOL DISTRICT

Business Services - Civic Center Use of Facilities Agreement/Contract

155 E. 4th Street, Perris, CA 92570

Telephone: (951) 943-6369, ext. 80278

## AQUATIC CENTER REQUEST FORM AND AGREEMENT

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The Perris Union High School District ("District") is the owner of the School Aquatic Center ("Aquatic Center"). The District may permit use of the Aquatic Center for the operation of programs upon the terms and conditions the District deems proper.

Prior to use of the Aquatic Center's facilities, Applicants must read, understand, and consent to this Aquatic Center Use Agreement. Applicants must also, at all times during use of the Aquatic Center, provide adequate supervision to Applicant's participants and must enforce all rules and regulations found within this Agreement.

Liability Waiver. The District is not responsible for accidents or injuries that may occur when the Aquatic Center is being used and/or supervised by the Applicant. Applicant agrees to and does hereby indemnify and hold harmless the District, its officers, officials, board members, agents, and employees from and against any and all claims or demands made and every liability, loss, damage, or expense of any nature whatsoever, including attorney fees, asserted by any person or entity arising out of or in connection with this Agreement, including (1) death or bodily injury to persons, (2) injury to, loss of, or theft of property, or (3) any other loss, damage or expense, sustained or caused by Applicant or any other person or entity employed by Applicant, or any invitee of Applicant, upon or in connection with this Agreement, except for liability for damages which result exclusively from the gross negligence or willful misconduct of the District, its officers, agents or independent contractors who are directly employed by the District. No officer, official, board member or direct employee of the District shall be personally responsible for any liability arising under or by virtue of this Agreement.

Insurance. Applicants must procure and maintain, during the course of this agreement, insurance consistent with the provisions in this section and Section IX of the Perris Union High School District's Facilities Manual ("Facilities Manual"). Applicant shall provide the District with certificates of insurance and endorsements indicating Applicant holds all insurance required under this Agreement and the Facilities Manual. Applicant will notify the District of any termination or modification of any such insurance coverage within two (2) business days of Applicant becoming aware of such termination or modification.

Applicants must obtain general liability insurance, which covers all bodily injury, property damage, personal injury and other covered loss arising out of the use of the Aquatic Center. This insurance must be in an amount not less than \$1,000,000.00 per occurrence and \$5,000,000.00 general aggregate. The District, its Board of Trustees, and their officers, employees, volunteers, and agents shall be named as additional insureds by endorsement.

Applicants must also obtain the following insurance:

- Commercial Automobile Liability insurance with a \$1,000,000.00 minimum combined single limit per accident.
- Worker's Compensation and Employers' Liability insurance meeting California's statutory requirements.
- Umbrella or excess liability coverage with limits not less than \$4,000,000.00.

Should Applicant maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements, those broader coverages and higher limits shall be deemed to apply for the benefit of the District and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Agreement. The limits of such insurance may be met by any combination of general liability insurance and following form excess or umbrella liability insurance policies.

The insurance required herein, and the insurance carried by District, shall not be deemed to limit the respective insured Parties' liability related to performance under this Agreement. The procuring of insurance shall not be construed as a limitation on liability of the Applicant or as full performance of the indemnification and hold harmless provisions of this Agreement.

Lifesaving. To maintain appropriate surveillance and in the case of an emergency, two (2) lifeguards, with the necessary certification and training, are required to supervise pool activity at all times, regardless of the number of swimmers in the pool. If there are more than 50 swimmers in the Aquatic Facility, an additional lifeguard will be required for each additional 25 swimmers. Copies of current lifeguard certification for each lifeguard must be submitted before a permit will be issued. Lifeguards shall wear swimming apparel that clearly identifies them as lifeguards to pool users. Applicant is responsible for ensuring the necessary number of lifeguards are on duty during Applicant use of the Aquatic Center. Applicant consents to receive any medical treatment deemed advisable in the event of injury, accident or illness during these activities.

#### Rules and Regulations

The following Rules and Regulations must be adhered to and enforced by Applicant and Applicant's students/participants when using the Aquatic Center.

1. Children under 7 years of age, regardless of their swimming ability, must be attended by an adult at all times in the water and on the deck.
2. All children, regardless of age who wear personal flotation devices, must also be accompanied by an adult, at least 18 years old.
3. Children who are not toilet trained or other individuals that may be incontinent must wear swim diapers or swim pants.
4. Because of deck limitations, we do not allow playpens in the pool area. Chairs as well as strollers with locking wheels are allowed, but must be placed near the fence.
5. Inflatable pool toys, mattresses and tire inner tubes are not allowed.
6. Persons with open sores, cuts, bandages, or rashes are not permitted in the pool.
7. Do not jump or dive toward any object including other swimmers, pool edges or equipment. Always face forward when jumping or diving.
8. No diving in the shallow end.
9. Possession, use or being under the influence of alcohol or any controlled substance on District property is strictly prohibited.
10. No glass articles allowed in or around the pool.
11. No chewing gum permitted in the Aquatic Center.
12. Concession stands are not permitted on the pool deck.
13. No running, pushing, dunking or rough play.
14. All swimmers must wear proper swimming attire. Cut-offs and street clothes are not permitted in the pool.
15. Pets or animals are not allowed in the Aquatic Center.
16. No playing with drain skimmers or pool equipment.

- 17. The pool may be closed due to inclement weather, safety, necessary repairs, maintenance, sanitation or as needed at the discretion of the District.
- 18. Use of the electronic scoreboard requires a technician employed by the District to operate the equipment.
- 19. The District reserves the right to require security personnel for any event, at the District's discretion.

Termination. Failure to comply with this Agreement may result in immediate termination of the Agreement and/or future usage requests being canceled or denied.

By signing this document, Applicant acknowledges the receipt of and agrees to the terms of this Agreement and enforcement of the rules and regulations for the Aquatic Center. Additionally, the individual signing this document acknowledges and represents that they possess the authority to sign this document on behalf of their organization.

**REQUESTED USE (Include dates, times, and number of persons using facility):**

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I HAVE READ THIS ASSUMPTION OF RISK, WAIVER OF LIABILITY AND RELEASE AGREEMENT. I CONSENT TO MEDICAL TREATMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

**APPLICANT:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**APPLICANT AUTHORIZED AGENT:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Applicant Signature (*required for processing*)

\_\_\_\_\_  
Effective Date

**PROOF OF INSURANCE ATTACHED**