



Amount Paid: _____
Balance Due: _____
Staff Initials: _____

Gym, Pool, and Party Room Rental Agreement YMCA of the Coastal Bend

NAME: _____ MEMBER ID: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
PHONE NUMBER: _____ EMAIL: _____
RESERVATION DATE: _____ START TIME: _____ (Am/Pm) END TIME: _____ (Am/Pm)
NUMBER OF GUESTS: _____ ADULTS: _____ CHILDREN: _____
REQUESTED NUMBER OF TABLES: _____ (MAX 8) REQUESTED NUMBER OF CHAIRS: _____

Deposit

In order to reserve your space, you will need to pay the equivalent of 1 hour on of the space you have chosen. This will go towards your balance due but is non-refundable in the event of cancellation. The remainder of the balance due for your rental must be paid in full no later than 1 week prior to the day of the event.

PLEASE CHECK WHICH ROOM YOU WOULD LIKE TO RENT:

☐ GYM RENTAL Total Due: _____ hrs @ \$75= _____
• \$75.00 per hour
• YMCA Portable Youth basketball goal (YES/NO) Available upon request at no additional charge

☐ ROOM RENTAL (Board or Camp Room) Total Due: _____ hrs @ \$25= _____
• \$ 25.00 per hour
• 2 hour MINIMUM
• MAXIMUM 30 GUESTS

☐ COMMUNITY ROOM RENTAL Total Due: _____ hrs @ \$25= _____
• \$ 25.00 per hour
• 2 hour MINIMUM
• MAXIMUM 50 GUESTS

INDOOR SWIMMING POOL

☐ \$75 per hour (Pool is still open to members) Total Due: _____ hrs @ \$75= _____
• Up to 25 in pool Available Pool Times: 2-3pm _____
• 1 lifeguard 3-4pm _____

☐ \$175 per hour (private party) Total Due: _____ hrs @ \$175= _____
• Up to 25 in pool Available Pool Times: 1-2pm _____
• 1 lifeguard 2-3pm _____ 3-4pm _____
\$25 upcharge for parties of 26-50

Total Amount Due: _____



Insurance, Payments and Cancellations

I have read the foregoing rental regulations and policies and agree to all YMCA standards and requirements for building and pool rentals. I also understand I am responsible for all rental fees to be paid in full before the rental begins. Deposits will be forfeited if cancelled within 7 days of the scheduled event. Any refunds will take 2 weeks to process. By signing, I understand the YMCA will not be held responsible if any accident, injury, or theft may occur to any member of the rental group while using the facility.

Person Responsible for Rental: _____

Date: _____

FACILITY RULES

1. You will be allowed to set-up no earlier than 1 hour prior to time of party.
2. You are responsible for your guests and they will only be allowed into the booked rooms.
(An adult 18 years and over must be present at all times.)
3. No alcohol, glass containers or any drug substance will be allowed on the property.
4. All decorations must be in good taste, meet local fire regulations, and installation must be cleared in advance with the YMCA representative.
5. No string foam, silly strings, glitter, or gum allowed inside the facility.
6. No outside floaters or swimming devices are allowed in the pool area.
7. No food or drinks allowed in the gym or pool area.
8. Must wear appropriate shoes in the gym and pool area.
9. Please follow all gym or pool rules.
10. Must use painter's tape on walls in the party room, no nailed/thumb-tacked-scotch taped to walls, etc.
Group must provide own supplies.
11. No moon jumps allowed.
12. A swim test will be administered to all children. (15 minutes prior to start time)
13. CLEAN-UP:
 - a. You will be allowed 30 minutes for clean-up after time of party.
 - b. All trash must be picked up and thrown away.
 - c. Any decorations must be removed.
 - d. Spills and stains will be evaluated and a fee may be assessed.
 - e. All tables must be covered and chairs must be cleaned and accounted for.
 - f. All Sports equipment must be returned to the front desk.

Release, Indemnification and Hold Harmless Agreement

In consideration of participating in the YMCA of the Coastal Bend buildings and other activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence the YMCA of the Coastal Bend and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releases"), on behalf of myself and my children, spouse, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that participating in YMCA of the Coastal Bend activities involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. **I expressly accept and assume all the risks inherent in this activity or that might have been caused by the negligence of the Releases.** My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. **I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releases from all claims, demands, or causes of action which are in any way connected with my participation in this activity arising from negligence.** This release does not apply to claims arising from intentional conduct. Should Releases or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. If I file a lawsuit, I agree to do so in the state where Releases' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am injured or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

Regulations and Policies

1. The YMCA has the authority to refuse/ cancel a meeting at any time.
2. A competent leader, age 21 or older, shall be responsible for the conduct of the group.
3. Youth groups shall require adult supervision: one adult for each 10 youth participants.
4. The YMCA reserves the right to have the YMCA staff attend any rental held at the Y.
5. Persons signing the rental agreement are responsible for the conduct of those in their group and must rectify any problems brought to their attention by the YMCA staff.
6. Facilities and equipment are available only when regularly scheduled YMCA programs and facilities are not scheduled.
7. Any conduct detrimental to purpose of YMCA is prohibited and you will be asked to leave.
8. The person in charge, and the renter, shall be responsible for loss or damage to facilities and/ or equipment caused by the group.
9. A responsible adult 18 years of age or older must be in each area of the facility while the group is in that area.
10. The YMCA assumes no responsibility for property brought into the building.
11. Use of the YMCA facility does not imply endorsement/ sponsorship of the event by the YMCA. Publicity shall be designed so no suggestion of the endorsement is implied. All publicity shall be cleared in advanced in writing, with the designated YCMA representative.
12. Facility and equipment are subject to availability.
13. In case of cancellation caused by an act of God (flood, storms, etc.) or any event beyond the control of the YMCA, all fees shall be refunded except any expense's that may have been incurred.
14. Cancellations by the group within 1 week of agreed rental date will not receive a refund of their deposit.
15. Alcoholic beverages and drugs are prohibited on the YMCA premises. Food and beverage must stay in the rental room.
16. Garbage is to be placed in garbage cans.

Aquatics Agreement

The UNDERSIGNED has read All Pool Rules and Policies associated with the YMCA and understands that if these rules and regulation are not followed, they will not be allowed continues use of pool area. **RED BAND-** Children under the age of 10 must be accompanied by an adult if they cannot pass the swim test. Adults may only have up to two red bands at one time and **MUST BE WITHIN ARMS REACH** of an adult. These children will be given a **RED BAND**. **YELLOW BAND-** Children 10yr and older. If they cannot pass the swim test, they are allowed to be in the water but cannot go past the barrier and will be labeled a yellow Band. Anyone over the age of 15 is not required to take a swim test

however if the lifeguard feels uncertain about their swimming abilities, they have the right to ask them to take a swimming test. If after said request, the individual does not pass the swimming test the lifeguard has the right to ask said individual to remain in the shallow end for safety concerns.

Pool Rules

1. Please do not enter the pool area unless a Lifeguard is present.
2. All decisions made by the lifeguard are final
3. Swimmers 15 and under must pass a dee end swim test.
4. Swimmers 9 and under must always have adult supervision. If a child passes a swim test they may swim in the deep end with adult supervision on deck.
5. Children who have not passed the swim test must be always accompanied by an adult.
6. For the safety of all swimmers, rough play, pushing, dunking, hanging, or playing on landlines, safety ropes, or ladder, back flips, back dives, or breath holding underwater are prohibited.
7. Pool toys can only be used at the discretion of the Lifeguard.
8. Only Coast Guard Approved floatation devices are permitted and are available on request.
9. Starting blocks are for swim lessons only.
10. No running on pool deck.
11. Please take a cleansing shower before entering the pool.
12. Appropriate swim attire is required. Street Clothes and shoes are prohibited except for water shoes.
13. For your safety do not dive in the water less than 9ft deep.
14. No food, beverages, or gum in the pool area.

THE UNDERSIGNED HAS READ ALL RULES AND AGREES TO FOLLOW THEM WHILE PRESIDING INSIDE THE YMCA. If rules are not followed, undersigned might be asked to leave the pool.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of releases or otherwise while in, about, or upon the premises of the YMCA Association and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the Association.

RENTER SIGNATURE

DATE: _____

YMCA Representative

DATE: _____

YMCA Representative Title

YMCA of the Coastal Bend
417 S. Upper Broadway St.
Corpus Christi, Texas 78401
361-882-1741
www.ymca-cc.org