

City of Albuquerque
Parks and Recreation Department
Aquatics Division Facility Rental Agreement
(“Rental Agreement”)

Thank you for reserving a City of Albuquerque Aquatics facility for your event (“Event”). To ensure that everything goes as smoothly as possible, we have a few rules that must be followed.

This agreement must be returned to facility management no later than two (2) weeks after receipt. Failure to timely return this document will result in the cancellation of the reservation. Any fees paid that exceed the deposit will be credited to your account. Your reservation requires a \$100.00 deposit to confirm the rental. This deposit is **NON-REFUNDABLE**. The only exceptions to this are for cancellations by the City of Albuquerque for weather, mechanical failure, etc. In the event that you must cancel your rental, you will receive a credit to your play.cabq.gov account of the amount paid in excess of the deposit. To receive the credit, the facility must be notified no less than one (1) week prior to the rental. The credit can be used at a later date for any City of Albuquerque programming. The credit is not limited to Parks and Recreation Aquatics.

The rental fee payment must be received no later than one week prior to the rental date. If payment is not received by this date, your rental is considered cancelled. Allotted time in the building is limited to the actual time of your rental. Set up and clean up times are not offered before or after your paid time. Post rental locker room time is limited to 15 minutes.

If special accommodations are needed, please reach out to the facility regarding the nature of the requested accommodations. We strive to meet the needs of the reservation but we do require a minimum of two weeks notice prior to rental date to meet any necessary changes or requests. Additional tables and chairs may be available for an additional fee. If we are unable to accommodate the special request, a full refund for your reservation will be issued. Refunds can be credited to your play.cabq.gov account, or a check can be mailed to you. *Please be aware that a mailed check can take up to six to eight weeks.*

Rental Rules

Participants must observe and follow all facility rules and regulations. The individual signing below (“Responsible Party”) is responsible for the conduct of their guests. Pool rules are posted throughout the facility as well as on our website – www.cabq.gov/aquatics. If attendees fail to follow facility rules, that may result in cancelling the reservation and/or ending the Event and rental fees will not be refunded or credited.

Alcohol is not allowed at any City of Albuquerque, Parks and Recreation Aquatics Facility.

The maximum number of guests for [Insert facility name] is [# of swimmers allowed]. The Responsible Party is responsible for ensuring that all guests follow posted pool rules and the rental does not exceed the maximum number of guests.

All individuals entering the water must wear appropriate swim attire. Suits must have a sanitary lining. Gym shorts, basketball shorts or any other street clothes are not acceptable swimming attire and may not be worn.

Your reservation includes the locker room/restroom facilities, deck and main swimming pool. Wading pools and classroom spaces (if applicable) are not included in your reservation.

Slide and Diving Board Rules

People using the water slide or diving boards must be able to swim. Individuals are not permitted to sit on another person's lap to go down the slide. Parents may not assist someone going up the diving ladder. No one is allowed to wait in the tank for a non-swimmer. The next diver may not ascend the ladder until the previous diver has cleared the landing zone. Diving boards have a weight limit of 250 lbs.

The policy for slide use states that lifeguards should generally only allow individuals to use the slide if the rider is at least 42 inches tall and can swim unassisted. However, if the rider is shorter than 42 inches, they can still ride the slide as long as they can demonstrate that they can swim on their own. Staff are available to administer a swim test for an individual to demonstrate swimming proficiency. Also, if someone is taller than the minimum required height and they appear hesitant, the lifeguard is advised to ask if they can swim. Only swimming suits with smooth backs/bottoms are allowed on the slide. If it appears a child over 8 years old might not be able to swim unassisted, it is recommended a swim test be performed. All children 8 years and younger, or anyone wearing a Personal Floatation Device (PFD) or using snorkeling or other diving equipment must be supervised by an adult* in the water within an arm's length reach at all times.

*An adult is defined as an individual aged 18 or older or the child's parent.

Food and Beverage Policy

You are welcome to serve food during your Event. We do not allow glass of any kind at the facility. Gum, sunflower seeds and red drinks are not allowed. **Absolutely no alcohol. Presence of alcohol will result in the immediate termination of the reservation period and forfeiture of reservation fees.** Grills are allowed and must be on even ground. Placement of them must be in a location approved by the staff. If you plan on using a pinata, it must be a pull string (no bats or hard sticks allowed). You are responsible for clean-up.

Facility Rules - in part

- Children 8 years old and under must have an adult with them in the water within arm's reach.
- NO street clothes allowed in the water.
- Appropriate swim suits must be worn in the water.
- All food must be eaten outside away from the pool edge.
- No hard balls in the water.
- Children under 15 years old with mask style goggles, snorkeling equipment or other diving style equipment must be within arm's reach of an adult.
- One person at a time on diving boards or slides.
- Swimming is not permitted in the slide catch tank.
- No smoking.
- No glass containers.
- No alcohol.
- No use of the Wading Pool.
- Obey Lifeguards.

Rental Terms

City of Albuquerque swimming pools are available for exclusive-use rentals to outside organizations, agencies, groups or private individuals when City programming or events are not scheduled.

Rentals are scheduled on a first come, first served basis. City sponsored programming and/or activities have priority.

Participants must observe ALL facility and rental rules and regulations, as well as City policies, ordinances and laws of the City, State and Federal government. The Responsible Party is responsible for the conduct of all guests. The Responsible Party must obtain each guest's signature on the Medical Release Waiver, Liability Waiver and Responsibility for Medical Costs form and submit the form to the City before the guest will be admitted to the Event.

Pool rules are posted at pools, and are available upon request or can be found at <https://www.cabq.gov/parksandrecreation/recreation/swimming/pool-rules>. Basic guidelines include but are not limited to: no alcoholic beverages, no smoking, and no glass containers of any kind. Children 8 and under **MUST** have an adult in the water within arm's reach. Persons

using a Personal Floatation Device (PFD) must also have an adult in the water with them within arm's reach. A PFD can be a pool noodle, floatation vest, or any inflatable pool toy.

The first hour of the rental fee must be paid when reserving the facility. The rest of the payment may be paid **no later than the day prior to the reservation**. Final fees cannot be taken the day of the Event. Cancellation by the City due to weather or pool mechanical failure will be fully refunded.

You may arrive 15 minutes early to set up, but you must be considerate of the public time and not enter the water until the pool closes to the public.

Acknowledgment of facility use agreement

By signing below, I acknowledge that I am signing this form freely and voluntarily, and have read the document in its entirety. I understand that failure to abide by this agreement may result in the termination or cancellation of the Event or my reservation and that any fees paid may not be refunded or credited.

I further acknowledge that I have carefully read the entire Rental Agreement and fully understand, agree with, and accept all of the terms herein. I understand that I am giving up substantial rights in connection with my rental, and that the terms are contractually binding on myself and my heirs.

Signature of Responsible Party

Print name

Date

Signature

Date