



**City of Bishop Park Pool**  
 700 N. Main Street P.O.  
 Box 1236  
 Bishop, CA 93515  
 Off Season City Hall – (760)873-5863 Pool Office (760)872-7201

**April-June 2021 Pool Party Information Sheet & Rental Agreement Contract**

**MASK MUST BE WORN WHEN ENTERING THE POOL FACILITY.**

**\*\* Contract and Payment are due no less than 14 days prior to party date**

**Parties scheduled less than 14 days in advanced are required to pay on approval**

**PRINT APPLICANT’S NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CELL PHONE:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**REQUESTED DATE:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**PARTY PERSON’S NAME:** \_\_\_\_\_ **AGE:** \_\_\_\_\_

**APPROXIMATE NUMBER ATTENDING PARTY:** Less than 30 guests 31 - 55 guests 56 – 75 guests  
75 + guests

**Pool area to use:** Big Pool Baby Pool Slide Movie equipment (additional fee of \$100)

**City of Bishop Park Pool shall be available for use by the public on a reservation basis subject to the conditions outlined below. The purpose of these guidelines is to establish standard procedures for administering the policy and to ensure fairness in the letting of the facility.**

**NO REQUEST IS GUARANTEED UNTIL APPROVED BY THE AQUATICS COORDINATOR.**

**The applicant granted the reservation agrees to read and abide by the following:**

**PARTY PROCEDURES AND REQUIREMENTS:**

1. Pool party hosts may come no more than fifteen (15) minutes before starting time to set up. No confetti is allowed in the pool area.
2. **Please inform your guests that there is NO PARKING behind the pool.**
3. No one may enter the water before the Lifeguards have given permission. Swimming starts at a designated time and NOT earlier.
4. All swimmers **MUST** wear swim wear attire to enter pool.
5. Deck activities, games and/or toys must be **PRE-APPROVED** and finalized by the Aquatic Coordinator 5 days in advance of the party.
6. Parents are to supervise their child/children at all times.
7. **Children ages 3 and under must be accompanied by an adult in the water.**
8. We reserve the right to refuse the pool to anyone who doesn’t conduct themselves in a safe manner or not conform to the pool safety rules we have set here and on the reverse side of this agreement.
9. All pool party attendees must leave the premises within fifteen (15) minutes after the pool party ending time.
10. The host will be held accountable for leaving the premises clean.
11. Any property damage will be the responsibility of the host.

**Our pool rules have been set up for your safety and for the well-being of you and your guests. Please see that your guests are made aware of these safety rules, as you are ultimately responsible for the actions and the conduct of those you have chosen to attend your party on our premises.**

**Lifeguard(s) is/are in charge at all times. Adults in attendance are expected to assist and cooperate with the lifeguard(s). Repeated warning from the lifeguard will be grounds for ejection from the pool party.**

**□ Any guests with special health requirements should be brought to the attention of the Lifeguard(s) upon arrival.**

1. User agrees to indemnify and hold harmless the City of Bishop, its agents, and employees from and against any claims for damages for persons or property arising out of any use of City of Bishop Park and its premises by User. City of Bishop Park Pool assumes no responsibility for any property placed in or about the City Park Pool.
2. No oral agreement for the use of City of Bishop Park Pool shall be valid. All reservations must be confirmed with a written contract, and approved City of Bishop Park Pool Aquatics Coordinator.
3. The fees for parties are as followed: Two (2) hours minimum

**RATES: \$65.00 per hour and \$14 per guard per hour**

3 GUARDS		\$54.00 PER HOUR PLUS 65.00 PER HOUR POOL FEE
4 GUARDS		\$72.00 PER HOUR PLUS 65.00 PER HOUR POOL FEE
5 GUARDS		\$90.00 PER HOUR PLUS 65.00 PER HOUR POOL FEE
6 GUARDS		\$108.00 PER HOUR PLUS 65.00 PER HOUR POOL FEE
7 GUARDS		\$126.00 PER HOUR PLUS 65.00 PER HOUR POOL FEE
10-25	people, baby pool only	3 guards
10-50	people, main pool & slide	4 guards
10-50	people, main pool, slide & baby pool	6 guards
50-100	people, main pool & slide	5 guards
50-100	people, main pool slide & baby pool	7 guards
100 +	people, main pool & slide	6 guards
100 +	people, main pool, slide & baby pool	7 guards

**FINAL BALANCE must be paid in full 2 weeks BEFORE reserved date.**

4. City of Bishop Park Pool will not provide pool toys. Deck activities, games and/or other pool toys host would like to bring in must be **PRE-APPROVED** and finalized by the Aquatic Coordinator 5 days in advance of the party.
5. User is responsible for the set up and cleanup of the facility. Set up time is 15 minutes prior to the party. Clean up time shall last 15 minutes after the reserved party time. User agrees to leave premises in as good or better condition than which existed prior to their usage. All trash must be disposed of properly. All decorations must be removed. No confetti is allowed in the pool area.
6. **No glass or ceramic containers are allowed.**
7. City of Bishop Park Pool shall not permit alcoholic beverages on its premises or in the area surrounding the facility. **SMOKING AND VAPING OF ANY SUBSTANCE IS NOT PERMITTED ANYWHERE ON THE CITY PARK PROPERTY.**

8. Management reserves the right to stop or cancel a party at any time.  
RESERVATIONS ARE SUBJECT TO CANCELLATION DUE TO INCLEMENT WEATHER OR ANY EMERGENCY DECLARED BY THE CITY OF BISHOP SUPERVISORY STAFF OR THE COMMUNITY SERVICES DIRECTOR.

NOTE: All of the above rules and regulations are subject to change at any time.

I have read and understand all the above party procedures, requirements, safety rules and regulations and agree to abide by them while renting the City of Bishop Park Pool.

Please int.

### **WAIVER, RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE**

This Release, Hold Harmless And Indemnification Agreement (“Agreement”) is made and entered into by and between the City of Bishop, California, a California municipal corporation organized under the laws of the State of California (“City”), and \_\_\_\_\_ (“User/Renter”). In consideration of the covenants, promises, representations, and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, intending to be legally bound hereby, the parties agree as follows:

User/Renter has reserved and rented the following property, venue, or space owned or operated by City and commonly referred to as Bishop Park Pool which is located at 700 N. Main Street, Bishop, CA. City hereby grants permission to User/Renter to reserve, rent, enter, and use the above-referenced property for lawful and authorized purposes or events as further detailed in the records related to User/Renter’s reservation, use and rental of the referenced City property. User/Renter hereby agrees to indemnify and hold harmless the City, and its officials, officers, employees, and agents from any and all suits, demands, claims, lawsuits, judgments, losses, penalties, actions, fines, costs, liabilities, debts, damages, and expenses, including but not limited to all reasonable legal fees and costs, from loss, damage, or exposure to communicable diseases, illnesses, viruses or injury or death to persons or property in any manner arising out of, allegedly arising out of, incident to, or connected to any acts, omissions, or misconduct in connection with the reservation, use, and rental described above whereby User/Renter enters, occupies, or uses the above-referenced City property.

User/Renter further agrees to defend at User/Renter’s own expense, including but not limited to all reasonable legal fees and costs, the City, and its officials, officers, employees, and agents in any legal action based upon such acts, omissions, or misconduct. User/Renter fully recognizes the dangers of entering, occupying, or using the above-referenced City property for lawful and authorized purposes or events and voluntarily assumes all risks of loss, damage, or exposure to communicable diseases, illnesses, viruses or injury to persons or property associated with his or her reservation, use, and rental.

User/Renter hereby releases City from any and all liability in any manner arising out of, allegedly arising out of, incident to, or connected to User/Renter’s reservation, use, and rental of the above referenced City property. User/Renter understands and acknowledges that City is not liable for any loss, damage, or communicable diseases, illnesses, viruses or injury or death to persons or property associated with User/Renter’s reservation, use, and rental. If any provision of this Agreement is held to be void or unenforceable, the remaining provisions shall continue in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice of law or conflict of law provision or rule in any other jurisdiction. This Agreement constitutes the entire Agreement between the parties with respect to the subject matters described herein, and supersedes any and all agreements or understandings, whether written or oral, between the parties with respect to such subject matters. All waivers of any provision hereunder shall be in writing and signed by both parties. The failure of either party to enforce at any time for any period any provision hereof shall not be construed to be a waiver of such provision.

---

This Agreement shall be effective on the date of execution by the parties.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

\_\_\_\_\_  
Applicant Name (printed please)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Bishop Aquatics Coordinator

**\*\*\*\*\* IF CANCELLED BY THE HOST, THERE WILL BE NO REFUND. \*\*\*\*\***

**PLEASE INT. OFFICE USE ONLY**

PARTY DATE:

PARTY TIME:

TOTAL # OF HRS:

DATE:

CHECK #:

CASH:

CC/DEB:

Emp INT: \_\_\_\_\_