

OAK MEADOW SWIM CLUB

2013 POOL PARTY POLICY AND REQUEST FORM

<u>TYPES OF PARTIES</u>	<u>MEMBER</u>	<u>NON-MEMBER</u>
<u>CABANA</u> Reserve Cabana during regular pool hours (up to 25 swimmers) \$50 for every 25 swimmers over initial 25 swimmers to cover additional lifeguard requirement 4 hour maximum – includes set up/ clean up time	\$100	\$150
<u>PICNIC TABLES UNDER TREES</u> AREA 1 – Area beside Cabana AREA 2 – Area beside Diving Boards Reserve picnic tables in Area 1 or Area 2 (Maximum of 20 swimmers) 4 hour maximum – includes set up/ clean up time	\$80	\$130
<u>PRIVATE PARTY</u> Maximum 4 hours – includes set up/ clean up time Reserve pool during closed hours, up to 50 swimmers \$50 for every 25 swimmers over initial 50 swimmers Plus you must pay lifeguards \$10 an hour each directly to lifeguard at the end of party, minimum 2 lifeguards for the duration of party. One additional lifeguard for each 25 swimmers over 50 swimmers.	\$150	\$200

TO RESERVE A PARTY

Please email the Pool Manager, Anna Clark, to check for date availability at annaclark77@sbcglobal.net. Submit this signed form and your check for the rental fee made payable to OMSC and mail to: OMSC, 14330 Vantage Hill San Antonio, TX 78231. Forms are to be submitted **at least one week before the party** and parties are **not considered officially booked until forms have been received**. If you have any questions, you may contact the Pool Manager, Anna Clark, 210-722-9679.

Name: _____ Member # _____

Street Address: _____

Phone #: _____ Mobile #: _____

Email address: _____

Type of Party: Cabana Picnic Tables-Area 1 Picnic Tables-Area 2 Private Party

Party Time Slots are from 12:00- 4:00 or 4:00- 8:00. Private Party Slots are based on availability and pool closure times.

Party Date: _____ Party Time From: _____ To: _____

I HAVE RECEIVED A COPY OF THE OAK MEADOW SWIM CLUB POOL PARTY, RELEASE OF LIABILITY, WAIVER OF LIABILITY AND INDEMNIFICATION. I HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, INCLUDING FUTURE LIABILITY, AND A CONTRACT BETWEEN MYSELF AND THE OAK MEADOW SWIM CLUB AND I EXECUTE IT OF MY OWN FREE WILL.

- The person whose signature is below must be present at all times during the party.
- Your party should not inconvenience members of the OMSC who are at the pool. Please be as considerate as possible.
- Please clean up all trash and place in the trash cans.
- You must abide by all OAK MEADOW SWIM CLUB POOL RULES at all times! (Copy provided)

Signature: _____ Date: _____

OAK MEADOW SWIM CLUB POOL PARTY

RELEASE OF LIABILITY, WAIVER OF LIABILITY AND INDEMNIFICATION

I agree that when using the Oak Meadow Swim Club swimming pool, I will comply with all the covenants, conditions, restrictions, rules and regulations regarding the use of the swimming pool. In addition, I will make a reasonable effort to ensure that my family, guests, invitees, agents and employees will comply with all the covenants, conditions, restrictions, rules and regulations regarding the use of the swimming pool. These rules and regulations include, but are not limited to: all persons are required to abide by the posted swimming pool rules.

Persons under the age of twelve (12) must be accompanied at all times in the swimming pool, or pool grounds by a person who is at least (18) years of age. There shall be no glass containers on the pool grounds; there shall be no food in the swimming pool; there shall be no drinks in the swimming pool. There shall be no animals in the swimming pool or common area.

I understand that using the pool is potentially dangerous, and could cause personal injury or death. I also understand that the use of the Oak Meadow Swim Club swimming pool by myself, or by my family, guest, invitees, employees or agents, will be without supervision or monitoring of any kind by Oak Meadow Swim club, or its officers, directors, agents, employees or management

I agree that Oak Meadow Swim Club is not providing any food and beverage for me, or for my family, guest, invitees, agents and employees. Further, I agree that should any food and/or beverage be prepared or served by myself, my family, guest, invitees, employees, agents, independent caterer or independent contractor, while using the Oak Meadow Swim Club swimming pool, I will be responsible for any illness, injury, property damage or death caused by such food and/or beverage.

I knowingly and voluntarily agree to defend, indemnify and hold harmless Oak Meadow Swim Club, its employees, officers, directors, agents, members, management and staff, from and against all actions, causes of action, suits, claims and demands whatsoever, and from all cost, damages, losses, expenses, charges, debts, judgments, orders, penalties and liabilities whatsoever, including attorney's fees and costs that arise out of, relate to, or result from the use of the Oak Meadow Swim Club swimming pool, by myself, or by my family, guest, invitees, agents or employees, including, but not limited to, personal injury, death, property damage, negligence and any other tortuous act or omission.

On behalf of myself and my personal representatives, assigns, spouse, family, heirs and next of kin, I hereby release Oak Meadow Swim Club, its employees, officers, directors, agents, members, management and staff, from and against all actions, causes of action, suits, claims and demands whatsoever, and from all cost, damages, losses, expenses, charges, debts, judgments, orders, penalties and liabilities whatsoever, including attorney's fees and costs that arise out of, related to, or result from the use of the Oak Meadow Swim Club swimming pool, by myself, or by my family, guest, invitees, agents or employees, including, but not limited to, personal injury, death, property damage, unlicensed activity, violation of any statute, law, rule or ordinance, misconduct, negligence and any other tedious act of omission.

I have completely read, understand and voluntarily acknowledge this Release of Liability, Waiver of Liability and Indemnification, and further acknowledge that no oral representatives or statements apart from this written agreement have been made to or relied on by me.

OAK MEADOW SWIM CLUB POOL RULES

1. The pool manager or on-duty lifeguard will be in charge of the pool operation and responsible for the enforcement of the rules and regulations.
2. All members and their guests must register upon entering the Club facilities.
3. Children under the age of 9 must pass a swim test given by the pool staff before visiting the pool alone. Children 7 and under must be accompanied by a mature, responsible person 13 years or older.
4. Persons with skin disorders, colds or other infections or diseases will not enter the pool.
5. Infants and toddlers who are not potty trained must wear swim diapers.
6. Parents assume responsibility for children in the wading pool. Only children age 6 or under will be allowed in the wading pool. Parents are reminded that the wading pool is unsupervised especially during times when a lifeguard is not on duty. Please be especially careful during swim team practice, swim meets, swim lessons and adult swim times.
7. An adult swim or break will be called for ten minutes each hour. No one under the age of 18 will be allowed in the pool during break.
8. Running, scuffling, "dunking" or horseplay will not be allowed. No diving in shallow end.
9. The water area in front of the diving boards must be kept clear. No loitering on ladders, keep clear. No diving will be permitted from the side of the board, and no repeated bouncing or hanging on the boards will be allowed. The diving well may be closed a maximum of 20 minutes each hour (except during water aerobics) or games.
10. Pool games and activities will be allowed at the discretion of the lifeguard. Any game or activity that becomes too rough or dangerous will be stopped immediately.
11. Facemasks or goggles made with glass will not be allowed in the pool. Raft usage will be allowed at the discretion of the lifeguard and will not be allowed at busy times. Floating devices attached to the swimmer for safety are allowed in the shallow end only unless accompanied by a parent or adult over eighteen.
12. No food, drink, bottles, gum chewing or cigarette smoking is permitted on the pool edge or in the pool. Food and drinks, etc. will be permitted on the patios and lawn tables, but only in unbreakable non-glass containers.
13. No alcoholic beverages will be allowed on the Club grounds except at functions approved by the B.O.D. No persons under the influence of alcohol or drugs will be allowed on the Club grounds.
14. Skates, skateboards, and similar devices are prohibited in the pool enclosure. Water cannons or other high-powered water toys will not be allowed. Large inflatables such as, but not limited to, slides or bounce houses are prohibited on the OMSC property.
15. The Club is not responsible for accidents or for lost or missing articles.
16. Anyone guilty of violations of Club rules may be asked to sit out for a period of time or be asked to leave for the day. Anyone (member or guest) guilty of **repeated** violations of Club rules, or guilty of conduct unbecoming of a lady or gentleman, will be suspended or expelled in accordance with current Board Policy.

(revised 02/26/2013)