| Renter Name: | Today's Date: | |
|-----------------------------------|-------------------|--|
| Address: | | |
| Phone Number: | E-Mail Address: | |
| Splash Pad Rental Requested Date: | | |
| BRIO SPLASH PAD: | OESTE SPLASH PAD: | |

General Regulations

- 1. Reservations must be made in writing a minimum of fourteen (14) days in advance.
- 2. Liability- The City of La Habra is not liable for accidental injury to persons or loss or damage of group or individual property or loss of property.
- 3. The City of La Habra shall not rent, lease, or allow use of its public facilities by any person or organization that illegally discriminates on the basis of race, color, creed, marital status, sex, religion, national origin, ancestry, or mental or physical disabled. The City reserves the right to deny any applicant based on security concerns and/or safety concerns.
- 4. The permit holder must be present during the contracted event at all times.
- 5. All guests (or parent/guardian's of guests) of the private rental must sign waivers before entering the Splash Pad.

Supervision

- 1.A City facility attendant shall be present during your reservation. The facility attendant(s) shall be responsible for and have authority to request changes in activities or cessation of activities; group(s) renting the Splash Pad shall comply with these requests or instructions.
- 2. Patrons should consult with the facility attendant on duty concerning their needs.
- 3. All persons using the splash pad do so at their own risk. There is no lifeguard on duty.

Splash Pad

- 1. Splash Pad and equipment are to be left in the same condition they were prior to the activity. Users of the La Habra Splash Pads shall observe, obey, and comply with all applicable City, County, State and Federal laws, rules and regulations.
- 2. Activities shall be conducted in an orderly manner.
- 3. Splash Pad capacities are strictly enforced. All events must remain in compliance throughout the event. If at any time during the contracted event the capacity exceeds maximum occupancy for the splash pad, facility attendants will notify you immediately. If your event continues to exceed maximum occupancy, your rental may be terminated.

Indemnity

1. In consideration of the minimal fees paid for use of the facility, the user agrees to indemnify, defend and hold harmless the City of La Habra, its officers, officials, employees, agents, and volunteers ("City and City Personnel") from all actions, liabilities, claims, damage to persons or property, losses, costs, penalties, obligations, errors, or omissions that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the activities conducted by the applicant, whether or not there is concurrent passive or active negligence on the part of City or City Personnel.

Cancellation Policies and Procedures

- 1. All cancellations, date or splash pad changes, must be in writing and are not guaranteed.
- 2. Changes to the Splash Pad location are considered a cancellation.
- 3. If cancellation is made by the City, and if other accommodations cannot be made, notice shall be given as far in advance as possible and a full refund shall be given.
- 4. Notwithstanding the above, if the applicant/user is not in compliance with the policies and regulations, the City, acting by and through the Director of Community Services or his/her designee, may cancel the reservation upon notice to the applicant, and all fee (s) previously paid by the applicant shall not be returned.
- 5. All payments are non-refundable when cancelled by user.

By signing below, I acknowledge, understand and will adhere to all rules and regulations of the La Habra Splash Pads.

| Applicant's Name (Printed) | Applicant's Signature | Date |
|----------------------------|-----------------------|------|





persons using the splash pad do so at their own risk.

- No running, pushing, or rough play, climbing/standing/sitting on the splash pad features.
- Children who are not potty trained must wear swim diapers. Diapers are not allowed.
- Parents or chaperones are responsible for the behavior of their children and enforcing all safety rules in effect.
- Children under the age of 12 years must be supervised by someone 16 years or older.
- Persons older than 14 years must be accompanied by a child.
- Proper swimwear is required. Water shoes are highly recommended.

- · Bicycles, motorized vehicles, scooters, skateboards, roller blades, or skates of any type.
- Shampoos, conditioners, soap, body wash, paint, detergent, glass, gum, food or drink, sharp objects, and any other item(s) park staff deem unsafe.
- Running, pushing, rough play, or climbing/standing/sitting on the splash pad features.
- Drinking the water water is chlorinated and recirculated through the filtration system.
- Animals.
- Pool toys and flotation devices.
- · Persons with communicable diseases.
- Smoking or vaping. This is a smoke and vape free environment. (Ord. 12.28.140)

The City of La Habra is not responsible for stolen or lost items.

At the City of La Habra's discretion, the Splash Pad may be closed at any time. City staff reserves the right to remove anyone from the premises that is violating any park or safety rules.

By signing below, I acknowledge, understand and will adhere to all rules and regulations of the La Habra Splash Pad

| Applicant's Name (Printed) | Applicant's Signature | Date | |
|----------------------------|-----------------------|------|--|
| | | | |

RELEASE AND WAIVER OF ALL LIABILITY AND INDEMNITY AGREEMENT

The Undersigned, for him/her/itself, his/her/its heirs, executors, administrators and assigns, agrees, that he/she/it accepts the facilities to be rented in an "as-is" condition and that he/she/it shall defend, indemnify, and hold harmless the City of La Habra, its officers, officials, employees, agents, contractors, and volunteers, at the Undersigned's sole expense, from and against any and all claims, causes of actions, losses, liabilities, damages, injuries (including death, lawsuits, costs or expenses (including reasonable attorney's fees)) arising, in whole or in part, from the use of the facilities by the Undersigned, his/her/its agents, employees, representatives, invitees, and other persons.

| Applicant's Name (| Printed) | Applicant's Signature | Date |
|--------------------|-----------|-----------------------|------|
| Office Use | Only: | | |
| Reservation Rec | | | |
| Approved: | Denied: | Reason: | |
| Activenet Permi | t Number: | Receipt Number: | |

CITY OF LA HABRA COMMUNITY SERVICES DEPARTMENT 101 W. LA HABRA BLVD. | 562-383-4200