

**BOROUGH OF WYOMISSING
RECREATIONAL FACILITIES RENTAL AGREEMENT
WYOMISSING POOL**

AND NOW, this _____ day of _____, 20____, I,
_____, hereby enter into this Agreement for Rental of
the Borough of Wyomissing Recreational Facility located at 901 Evans Ave, Borough of
Wyomissing, County of Berks Pennsylvania, known as the “Wyomissing pool” on
_____ date and time _____.

1. I do hereby further remise, release and forever discharge the Borough of Wyomissing, its directors, officers, employees, agents and their respective heirs, personal representatives and assigns, of and from any and all liability, claims, causes of action, damages, costs, expenses or demands of any kind whatsoever in law or in equity arising or which may arise out of or in any way connected and relating to my use and occupancy of the Wyomissing Pool.
2. I hereby further agree to indemnify and hold harmless the Borough of Wyomissing, and its directors, officers, employees, agents and their respective personal representatives, heirs, successors and assigns, of and from any and all claims, losses, injuries, damages, demands, judgment, penalties and the like, including but not limited to, attorneys’ fees and expenses incurred by the Borough in connection therewith, arising out of my use and occupancy of the Facilities.
3. I agree to pay a total Two Hundred and 00/100 Dollars (\$200.00) for rental of the Wyomissing Pool, payable to the Borough of Wyomissing, This payment must accompany the application and is non-refundable. In addition to the pool rental fee, I agree to be invoiced for the cost of additional staff for hours worked, as required to maintain safety at the pool.
4. I agree to listen to pool manager and lifeguards regarding safety and weather issues. If thunder is heard, all guests will be asked to get out of water and seek shelter. No one is allow back in pool until no thunder is heard for 30 minutes.
5. I understand that smoking is prohibited in and around Pool on Borough owned property.
6. I understand that drugs and alcoholic beverages are prohibited in a Borough-owned facility and on Borough-owned property. I agree not to allow any alcoholic beverages or controlled substances at the event or permit anyone to bring into or upon Borough owned facility or property, consume in or upon or have in their possession any alcoholic beverages or controlled substance. Should people attempt to bring, consume or have in their possession any alcoholic beverages or controlled substance in or upon Borough owned facility or property, I agree to contact the authorities.

7. I agree that all vehicles are to be parked on the street or other designated areas.
8. I agree that should I have a disc jockey or play music at the event, the volume will be kept down to a reasonable level. It is further agreed and recognized that if the police are called to the facility for loud noise or disorderly conduct, they may stop the event and order vacation of the facility and I will not be entitled to any refund of the fee for rental of Wyomissing Pool.
9. I agree to remove all decorations upon leaving Pool.
10. I agree to place trash in provided trash cans.
11. I agree to use all reasonable efforts to recycle and place recyclables in recycle cans if provided.
12. I agree at the end of the event to return all tables to the location they were located upon my arrival.
13. I agree that Wyomissing Pool is not being rented or used for a commercial, for profit activity or for political fundraising.
14. I agree that in addition to the requirements set forth in this Agreement that I shall comply with all applicable laws, regulations and Ordinances of the Borough of Wyomissing which are incorporated hereto my reference.
15. I understand that I am responsible for the actions of the guests and their abidance to this Agreement and applicable Ordinances of the Borough of Wyomissing incorporated hereto my reference.
16. I further understand that violations of this Agreement by me or the guests may subject me or them to fines and penalties pursuant to the laws, regulations and Borough of Wyomissing Ordinances up to \$1000 per violation.
17. Non-compliance with this Agreement and applicable Borough of Wyomissing Ordinances and Rules and Regulations may, in addition to fines and penalties, result in mine and my group or organizations inability to subsequently rent the facility or any other Borough facility.
18. I agree that should Wyomissing Pool be damaged as a result of the event to be is responsible for any costs incurred by the Borough for repair any damage. I further agree that should I not leave Happy Hollow Pavilion in the clean manner found at time of commencement of rental, to be responsible for any costs incurred by the Borough to clean up of the facility.

19. This Agreement represents the entire agreement between the parties relating to the subject matter hereto and shall not be altered or amended except by written agreement endorsed by both parties.
20. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.
21. If any provision of the Agreement is held to be invalid or unenforceable in any jurisdiction, in whole or in part, such provision, as to such jurisdiction, shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the provision in another jurisdiction, or the remaining provisions of this Agreement in any jurisdiction.

I understand that I have had the opportunity to read and review this Agreement. I have read and understand the terms of this Agreement and by signing below agree to abide by the terms set forth herein. **I have read and understand the Wyomissing Pool Rules and Regulations attached.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

SIGNATURE

DATE

PRINT NAME

WYOMISSING POOL RULES AND REGULATIONS

1. Instructions by the lifeguard and/or pool personnel must be obeyed at all times. Patrons are not allowed to talk to lifeguards on duty.
2. Children under the age of 10, entering the pool facility, must be accompanied by a person 14 years or older responsible for the safety and well-being of that child at all times.
3. Appropriate swim attire must be worn at all times.
4. No pets permitted on pool grounds.
5. No food or drink permitted in or around the pool deck area. No glass of any type permitted on pool grounds. No littering – trash to be placed in containers provided.
6. Ramp is for entering and exiting pool only.
7. Nerf balls are the only throwable objects permitted in the pools. Squirt guns and toys are not allowed.
8. No running on the decks around the pools. No pushing or pulling of people into the water. No diving or jumping on another swimmer. No sitting or hanging on lifelines around the pools.
9. No diving into the shallow end of the pool. Standing front dives are only dives permitted from pool edge. Ladders are not to be used as diving boards.
10. Only one person permitted on the diving board at a time. All dives from front of board only. No swimmers allowed in diving well. Divers must swim directly to an exit point before next dive is permitted.
11. No floatation devices or throwable objects are permitted in the diving well.
12. Children unable to swim are not permitted in the diving well.
13. Children using swimming aids in the main pool must be accompanied by an adult at all times.
14. The wading pool is for children 48” and under in height. Children in the wading pool must be under adult supervision at all times.
15. Children who are not toilet trained must wear swim diapers or rubber pants over diapers.
16. At the discretion of the pool manager, the shallow roped-off area of the main pool may be used during adult swims by children 42” or under in height when accompanied by an adult.
17. Smoking is not permitted.
18. Possession, supplying or consumption of alcohol or a controlled substance is prohibited. The pool staff reserves the right to check all coolers.
19. Ensure that your guests comply with the above Pool Rules and Regulations. Members are responsible for behavior of their guests and compliance with the rules as stated above and the Pool Rules and Regulations.
20. IF YOU AND YOUR FAMILY ARE ILL DO NOT COME TO THE POOL.

I _____, acknowledge that I have received, read and understand and will follow the above Wyomissing Pool Rules and Regulations. I understand that failure to follow said rules either by myself, my family or guests may result in the loss of future facility rentals.

(Signature)

(Date)