

Facility Rental Agreement

Catch the Wave Swim Club - South Beloit | 1917 Blackhawk Blvd South Beloit, IL 61080
Catch the Wave Swim Club - Janesville | 4113 Whitney St, Janesville WI, 53546



You're about to rent out the coolest swimming pool in town for a birthday bash, and we're excited to have you! Before you dive in, please read and sign this waiver to make sure everyone stays safe and has a great time.

[Date of Event]

1. Authority and Capacity Verification: The undersigned, hereinafter referred to as "Renter," hereby affirms and warrants that they have the full legal authority and capacity to enter into this Rental Agreement with Catch the Wave Swim Club, Inc., hereinafter referred to as "Catch the Wave," for the rental of Catch the Wave's facilities for the designated event. The Renter further affirms that they have the legal capacity to understand and agree to all terms and conditions set forth in this agreement.

2. Assumption of Risk and Liability Waiver:

a. Inherent Risks: The Renter acknowledges and understands that the use of swimming pools and associated facilities inherently carries risks of serious bodily injury, including but not limited to paralysis, permanent disability, and death. The Renter further acknowledges that participation in activities at Catch the Wave carries the inherent risk of exposure to and transmission of communicable illnesses, including but not limited to colds, influenza, and other viruses.

b. Absence of Dedicated Lifeguard: The Renter acknowledges that Catch the Wave does not provide a dedicated lifeguard for private events. A party host, who may be lifeguard certified, will be present to assist with the event but will not be solely assigned to lifeguard duties and their availability to monitor the pool may be intermittent. The Renter is solely responsible for the safety and well-being of themselves, their guests, and any minors in attendance during the entire rental period and is expected to provide such safety oversight as would be provided in the absence of any lifeguard.

c. Supervision and Safety Equipment: The Renter agrees to provide continuous and adequate supervision of all guests, particularly those in or near the pool. The Renter agrees to abide by all posted pool rules at Catch the Wave's facilities and shall ensure that all their guests, and any minors in their care, are aware of and also comply with these rules during the entirety of the event. The Renter further agrees to ensure that any at-risk swimmers utilize appropriate and properly fitted safety equipment, such as life jackets.

d. Assumption of Responsibility: The Renter voluntarily assumes full responsibility for any and all risks, injuries, losses, damages, or death that may occur during the rental period, whether arising from the use of Catch the Wave's facilities, occurring on any part of Catch the Wave's premises, or otherwise arising in connection with the event.

3. Release and Indemnification:

a. Release: In consideration of being permitted to rent and use Catch the Wave's facilities, the Renter, on behalf of themselves, their heirs, executors, administrators, assigns, and personal representatives, hereby fully and forever releases, waives, and discharges Catch the Wave, its officers, directors, employees, agents, and representatives from any and all claims, demands,

actions, causes of action, suits, liabilities, damages, losses, costs, expenses, and judgments whatsoever, both in law and in equity, that may arise out of or in any way relate to the Renter's use of Catch the Wave's facilities, the event, or any activities conducted in connection therewith, including, but not limited to, any claims for personal injury, property damage, illness, or death.

b. Indemnification: The Renter agrees to indemnify, defend, and hold harmless Catch the Wave, its officers, directors, employees, agents, and representatives from and against any and all claims, demands, actions, causes of action, suits, liabilities, damages, losses, costs, expenses, and judgments (including reasonable attorneys' fees) asserted by any third party, including but not limited to the Renter's guests, arising out of or relating to the Renter's use of Catch the Wave's facilities, the event, or any breach of this agreement by the Renter.

c. Consent for Emergency Medical Treatment: In the event of an emergency, the Renter, on behalf of themselves and their guests (including any minors), grants permission to Catch the Wave, its employees, and agents to seek and consent to necessary emergency medical treatment for any participant injured during the event. This includes, but is not limited to, first aid, transportation to a medical facility, and medical care administered by licensed professionals. The Renter understands that Catch the Wave will make reasonable efforts to contact the emergency contact provided by the Renter, but the provision of emergency care will not be delayed if such contact cannot be made immediately. The Renter agrees to be responsible for any costs associated with such medical treatment.

4. Property Damage: The Renter agrees to be responsible for and to reimburse Catch the Wave for any and all damages to Catch the Wave's facilities or property caused by the Renter, their guests, or any other individuals present at the event. The Renter shall be liable for the full cost of repair or replacement of any damaged property.

5. Governing Law and Severability: This agreement shall be governed by and construed in accordance with the laws of the State in which Catch the Wave Swim Club, Inc. is located. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

6. Acknowledgment and Voluntary Execution: The Renter acknowledges that they have carefully read this agreement, understand its contents, and are aware that it is a legally binding contract. The Renter further acknowledges that they have had the opportunity to seek independent legal counsel prior to signing this agreement. The Renter signs this agreement voluntarily as their own free act and deed.

7. Electronic Agreement and Signature: The Renter agrees this agreement may be executed electronically or in paper form. By checking the "I Agree" box below or signing and submitting a paper copy, the Renter affirms they have read, understood, and agree to be bound by all terms of this agreement, and acknowledge their electronic or paper signature constitutes a legally binding agreement. This agreement shall be binding upon and inure to the benefit of the Renter, their heirs, executors, administrators, assigns, and personal representatives, and Catch the Wave, its successors and assigns. The Renter has the authority and capacity to enter into this agreement, as outlined in Section 1 and acknowledges they have had an opportunity to print a copy for their records.

This is a legally binding contract that affects your legal rights. If you do not understand any part of this agreement, do not sign it and seek clarification from Catch the Wave's office or legal counsel before proceeding. We look forward to hosting your party and we will see you at the pool!

_____ **[Print Name]**

_____ **[Signature]**

_____ **[Insert Today's Date]**

Customer Contact Information

_____ **[Phone Number]**

_____ **[Email Address]**

_____ **[Home Address]**