

# Park Pools Rental

Application Submission Schedule:

Outdoor Pool 2024 beginning April 1

Indoor Pool Fall 2024 beginning August 1

## General Information

### Making a Reservation

The Winchester Parks & Recreation Department (WPRD) permits individuals, businesses, civic groups and other organizations to use park facilities.

- To secure a POOL facility rental, payment in full is due at the time of booking along with the completed Park Pools Use Application.
- Applications for private rentals including small gatherings, parties, reunions, etc. do not require insurance or a business license unless those in the group are conducting business or selling products.
- Applications for rentals that are open to the public may require the following:
  - City of Winchester Business License: If goods or services are being sold, applicant must provide a copy of their current City of Winchester Business license, if applicable. It is the responsibility of the applicant to contact the Commissioner of Revenue at (540) 667-1815 to determine if a business license is required.
  - General Liability Insurance: Applicant must provide a Certificate of Insurance of their general liability policy with \$1,000,000 combined single limits as well as an Additionally Insured Endorsement Page. The insurer must list the City of Winchester, 15 N. Cameron Street Winchester, VA 22601 as additionally insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A.M. Best rating of A- or better.
  - A Special Event Application.
    - Special Events require a Special Event Application in addition to the Pool Use Application and must be submitted at least 60 days in advance to the WPRD for review. Special Event Applications can be downloaded from our website at [winchesterva.gov/parks](http://winchesterva.gov/parks) under Facility Rentals.
- Applicants must be 21 years of age or older.

### Cancellations

Pool rentals are eligible for a full refund provided the reservation is canceled at least 60 days ahead of the scheduled rental date. Pool rentals are eligible for a refund minus 30% provided the reservation is canceled at least 30 days ahead of the scheduled rental date. Pool cancellations within 30 days are not eligible for any refunds. Refunds will not be issued due to weather. See below for the inclement weather exception.

### Inclement Weather

The WPRD reserves the right to close any facility or cancel rentals and activities if inclement weather is imminent. The WPRD will make every effort to contact users in a timely manner by telephone and/or email. Applicant should attempt to contact the WPRD during these situations if they have not heard from WPRD staff. The Department contact number is (540) 662-4946 (voice only). All efforts will be made to keep approved facility reservations intact; however, the WPRD reserves the right to relocate or cancel a function if necessary. A full refund will be issued if the WPRD cancels the reservation prior to the reservation start time. For Outdoor Pool Rentals, see Use Rules on page 3.

### **Winchester Parks & Recreation Department**

1001 East Cork Street • Winchester, VA 22601

Phone: (540) 662-4946 • Fax: (540) 678-8791 • [wincparks@winchesterva.gov](mailto:wincparks@winchesterva.gov) • [www.winchesterva.gov/parks](http://www.winchesterva.gov/parks)

## **Applicant Responsibilities**

- Applicant must have issued rental permit on hand to verify rental if requested by WPRD staff.
- Applicant must be respectful when playing music at any rented facility. The WPRD reserves the right to ask that music be turned down if it is being disruptive. Excessive noise may result in the applicant forfeiting future use of facilities.
- All signs, balloons, streamers and other items must be taken down after each event. Signs cannot be attached to any trees, light poles, or existing park signage. Park signage shall not be blocked in any way.
- ADA Accommodations: If you or your guests have any special needs or requirements, please make WPRD staff aware of these needs when you submit your application.
- Applicant agrees to reimburse the WPRD for any damage of public property as a result of the Applicant's use of the facility.
- Applicant certifies that the information given in the application is correct. Falsification of information will result in immediate dismissal from the facility, forfeiture of all fees paid, and denial for future use.
- Applicant and its guests shall not exclude anyone in participation, deny anyone benefit of, or otherwise subject anyone to discrimination because of the person's race, color, national origin, age or disability.
- Applicant is responsible for compliance with Americans with Disabilities Act, as it relates to the event, performance, and services to be provided in relation to the event for individuals with disabilities.
- Applicant hereby guarantees and assumes full and exclusive responsibility for the safety of persons and property of all participants and activities including, without limitation, players, participants, staff, officials, agents, or lessee, spectators, and members of the public in attendance at either activity contemplated hereby, or actually conducted by the Applicant.
- Applicant and its guests will comply with all rules and regulations established by the WPRD. The WPRD reserves the right to dismiss any persons from the facility. Applicant understands that WPRD staff has the authority to determine if participants are strictly adhering to all rules and regulations, and we have the full authority to enforce these regulations. WPRD staff must be respected and obeyed. No foul language will be permitted.
- Applicant and its guests must comply with local, state and federal laws. This includes the prohibition of use and/or possession of weapons, alcohol, or any illegal substances on the property. If you suspect anyone attending your event is intoxicated or under the influence of drugs, it is the Applicant's responsibility to escort them off of the property.
- Applicant agrees to notify and request permission for the sale of items including but not limited to tickets, goods or services, or if admission fees are sold or collected at said event.

### **Additional Charges**

If the facility has been left in unsatisfactory condition, a charge for time and materials will be billed. No future reservation can be made until the fee is paid.

## Facility Use Rules and Guidelines

The WPRD strives to provide quality facilities for your use. The following rules and guidelines are in place for everyone's safety and enjoyment of park facilities. (Other rules may apply.) Applicants are responsible for informing all guests under this application of the terms and conditions of this document.

- City of Winchester sanctioned activities, special events, and approved community partners have first priority use of all facilities.
- Use of tobacco is not permitted indoors, on or within 50 feet of any athletic fields, playgrounds, Rec Center/War Memorial Building or organized activities.
- Alcoholic beverages are not permitted on any park grounds or in any park building.
- No inflatable structures or playhouses, equipment, etc. permitted.
- WPRD and the City of Winchester are not responsible for any lost, stolen, misplaced personal items or equipment.

## General Pool Use Rules and Guidelines

- **All Pool Rentals are for 2 hours. 15 minutes will be allowed before the rental for set up. Lifeguards will clear the pool 15 minutes prior to the rental end time. Clean up MUST be complete by the rental end time.**
- Applicant is responsible for providing supervision at a ratio of 4-to-1 for all children under the age of twelve (12). Supervisor must be at least eighteen (18) years of age and be present at the facility and in the water with the children if pool facilities are used.
- Applicant and its guests must follow the posted rules and regulations.
- Proper swim attire must be worn.
- Applicant agrees that children who are not toilet-trained must wear disposable swim diapers or reusable swim diapers in order to be allowed in any pool. Failure to comply with this rule may cause the renter to incur a cost to clean the pool and may be subject to the imposition of charges for violation of this rule.
- WPRD staff reserves the right to restrict admission to public pools to anyone with skin abrasions, colds, coughs, extremely inflamed eyes, infections, or wearing bandages.

## Indoor Pool

- Food and drinks are not permitted in the pool area.
- Use of the Arts & Crafts Room is included in the Pool Rental at no additional charge. If you wish to rent the Arts & Crafts room longer than the 2 hour Pool Rental, you must submit a separate Room Use Application and pay the applicable fees.

## Outdoor Pool

- Food and drinks are permitted in designated areas around the pool facility. They are not permitted in the pool.
- Picnic tables are available for use. Grills are not permitted. Health permit is required if food is being sold.
- Weather Cancellations:
  - If the applicant wants to cancel their reservation at the Outdoor Pool due to an impending storm, **the applicant must call the Outdoor Pool at (540) 667-2284 and speak with a manager no later than 6:00 p.m.** An option for a full refund or reschedule will be available to the applicant prior to 6:00 p.m. If the applicant calls after 6:00 p.m., no refund will be issued.
  - If the applicant wants to proceed with their reservation, or does not call before 6:00 p.m., WPRD staff reserves the right to clear the facility, whether it be temporarily or permanently, for the safety of patrons and staff. If WPRD staff clear the pool during the rental, no refund will be issued.

# Park Pools Use Application

## Applicant Information

FIRST NAME:	LAST NAME:	
ON BEHALF OF: (ORGANIZATION NAME)		
EMAIL:	MOBILE PHONE:	
ALTERNATE PHONE:	BIRTHDATE:    ___/___/___	
MAILING ADDRESS:		
CITY	STATE	ZIP CODE

## Event Information

EVENT DATE:	ESTIMATED ATTENDANCE:	
EVENT HOURS: INCLUDING SET-UP AND CLEAN-UP	FROM    ___ <input type="checkbox"/> AM <input type="checkbox"/> PM	TO    ___ <input type="checkbox"/> AM <input type="checkbox"/> PM
TYPE OF EVENT:		
WILL ANYTHING BE SOLD AT THE EVENT? <input type="checkbox"/> NO <input type="checkbox"/> YES    WHAT WILL BE SOLD? _____		
WPRD USE ONLY:		RECEIVED BY: _____
APPLICATION DATE: _____	PROCESSED BY: _____	

**Winchester Parks & Recreation Department**

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Phone: (540) 662-4946 • Fax: (540) 678-8791 • wincparks@winchesterva.gov • www.winchesterva.gov/parks

## Facility Information

- In recognition that Winchester city residents support WPRD through their taxes, the City offers residents a discounted fee (RDF). Non-residents will pay the regular fee for rentals.

- **Cleaning Charge**

I understand I am responsible for my set up and clean up. If the facility is not left in satisfactory condition, I will be charged a \$50 cleaning fee that will be added to my account to return facility to original condition. This fee must be paid ten (10) business days after my reservation if I have left the facility in unsatisfactory condition. No future reservation or activity registrations will be accepted until the fee is paid. \_\_\_\_\_ (initial)

<input type="checkbox"/> <b>INDOOR POOL</b> THROUGH MAY 4, 2024	CAPACITY: 80 RDF: \$190 FEE: \$220
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<input type="checkbox"/> <b>OUTDOOR POOL</b> MAY 25 - SEPT. 2, 2024	CAPACITY: 300 RDF: \$300 FEE: \$360
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## Application Submission

- Park Pools Use Applications may be submitted in person at the Rec Center or online using the WPRD registration service Community Pass. <https://register.capturepoint.com/CityofWinchester>
- Questions? Call (540) 662-4946 and speak with a Recreation Center Attendant.

## Hold Harmless Agreement and Applicant Signature

- The Applicant shall indemnify and hold the City of Winchester, its employees, agents, and representatives harmless from all suits, actions, claims of any kind, including attorney’s fees brought on account of any personal injuries, property damage, or damages of any kind, or violations of any rights, suffered by any persons or property in consequence of any neglect in safeguarding contract work, or on account of any act or omission by applicant or its employees, volunteers or participants. In addition, applicant shall indemnify and hold the City of Winchester, its employees, agents, and representatives harmless from any claims or amounts arising from violation of any law, and for any agents, or assigns related to the performance of this application and shall be responsible for all damages, costs, expenses, and fees including but not limited to reasonable attorney’s fees associated therewith.
- I have read, understand and agree to abide by the Information, Rules, Guidelines, and Applicant Responsibilities incorporated into this document and associated with my rental of the facility. I have the authority to act in behalf of the above-named organization and I accept responsibility for actions and behavior of all participants.

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APPLICANT SIGNATURE

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DATE