



Antioch Water Park Rental Application

4701 Lone Tree Way
(925) 776-3070

Applicant's First Name		Applicant's Last Name		Applicant's Date of Birth	
Address		City		State	Zip Code
Phone		Email Address			
Emergency Contact Name		Relationship		Emergency Contact Phone Number	

Event Name:

Date:	Start Time:	End Time:	Total Hours:
Day of the Week:	# Adults:	# Children:	Total Attendance:

	Attractions	Description	Depth & Capacity	Price	Total
	Boulder Cove	Includes interactive water features & 3 water slides!	Depth range: 1'- 4' 6" Capacity: 194	\$260/hour	
	Prewett Peak	Canyon Cooler & Rattler's Run are thrill rides for anyone over 48" tall.	Water depth 3'6" Capacity: 51	\$191/hour	
	Tad Pool	Wading pool perfect for young swimmers!	Water depth: 1'6" Capacity: 35	\$100/hour	
	Sport Pool	Circular pool that includes a floating Lily Pad bridge!	Depth range: 3'-4' Capacity: 210	\$191/hour	
	Lap Pool	Square pool than can be divided into shallow and deep water or swim lanes.	Depth range: 3'-6' Capacity: 237	\$160/hour	
	Cattail Harbor	Interactive spray grounds with fountains and waterspouts.	N/A	\$191/hour	
	Full Park Buyout	Includes all attractions listed above.	Capacity: 1600	\$740/hour *3-hour minimum	
REFUNDABLE DEPOSIT (due at time of submitting application)			\$250/Partial Rental	\$500/Ful Park Buyout	
INSURANCE (Required for all rentals/buyouts)			Starting at \$184 (includes \$20 processing fee)		

I understand that the date requested above is not booked until a permit is created and deposit paid. All agreements must be in writing, no verbal approvals or agreements.

Signature: _____ Date: _____

THIS IS A WAIVER AND RELEASE. READ IT CAREFULLY BEFORE YOU SIGN IT. My signature certifies that I have read the conditions as set forth by the City of Antioch Recreation Department governing the use of the items specified above; that I will take full responsibility for seeing that the use of these facilities/area by the organization/group I represent is in full adherence and compliance with these conditions; that I will hold the City harmless from any damage, claim for damage for personal injury or death, damage to or loss of property incurred in the use of these facilities/area; that if there are any minors in the group using these facilities/area, I will accept full responsibility for them throughout the period covered by this Department Applicant Permit. I HAVE READ THIS RELEASE AND I UNDERSTAND AND ASSUME THE RISKS INVOLVED. BY SIGNING, I GIVE UP MY RIGHT TO SUE.

Signature: _____ Date: _____



ACKNOWLEDGEMENT FACILITY RENTAL RULES & REGULATIONS

City of Antioch Recreation Department – Antioch Water Park

The City's recreation facilities are primarily intended for recreational and cultural use in conjunction with the recreation department activities and for approved public use. The policy regarding the use of these facilities and the proper procedure for its reservation are important so that all prospective users may recognize their important responsibilities in using the facilities.

Applicants shall be permitted and encouraged to make use of the recreation facilities for recreational, educational, cultural and other worthwhile purposes regardless of race, color, creed or religion when such uses do not conflict with the regularly scheduled programs. The use of the facility shall be governed by the following rules and policy regulations; whenever action by the "City" must be taken, the City Manager or his designated representative shall act on behalf of the City. No exception to these rules shall be allowed by any applicant unless specifically authorized by the City Council after recommendation from the Parks and Recreation Commission.

Section I – RESERVATIONS OF FACILITIES

Initial:

- A. Reservations for use of the facilities may be made by contacting the Antioch Water Park a minimum of 30 days prior to the requested date of use. A completed Water Park rental application form and \$100 (or \$500) deposit are required to reserve the date. If scheduling an event exactly thirty (30) days in advance, all fees must be paid in cash at the time of contract submittal.
- B. Buyout rentals must be a minimum of three (3) hours and individual pool or slide rentals require a minimum of one (1) hour. Rental hours include time for preparation and clean-up; refunds will not be given for unused time. The application form must be signed by an adult (21 years of age or older) responsible for the event. Balance is due 30 days prior to the event; a late fee will be assessed if all fees are not paid in full 30 days prior to the event. Future reservations by any group or individual will not be accepted until their outstanding bills from prior uses have been paid in full.
- C. In addition to the above deposit, a \$500 refundable Police Response Deposit may be required for the event. The Police Response Deposit must be paid to the City of Antioch 30 days prior to the event. The applicant shall be responsible for maintaining public safety and security for all activities related to the application's event. If a Police Response is required within or outside the facility to control a threat to the public peace, health, safety or general welfare of those in attendance, then the full Police Response Deposit shall be forfeited by the applicant. *The City of Antioch reserves the right to close down or cancel any event that is in violation of any city ordinance. The City also reserves the right to close down or cancel the event if public safety, damage to the facility, behavior of the event guests, or affected department supervisors deem the event unsafe for public participation.* The applicant shall not be responsible nor held liable for incidents or activities unrelated to the applicant's event.
- D. At the time the application for use of the facility is approved by the City, the person or organization requesting the use must execute an agreement between the City of Antioch and that applicant. Said agreement shall specify the nature of the use, the extent of the use and the conditions under which the use will be permitted. The applicant must agree to abide by all rules and regulations governing the use of the facility, including these. Any failure to so abide may result in revocation of this permit by the City of Antioch and the forfeiture of all fees or deposits that have been paid.
- E. No applications for use of the recreation facility will be taken more than one (1) year in advance, and no reservations will be taken on a continuous year-to-year basis, except when Recreation Department or City-sponsored programs may be so scheduled. Recreation Department or City-sponsored activities have priority over any and all other requested uses of the facility and may pre-empt applications for such facility use. Exclusive use of the recreation facilities is not promised.

Section II – INELIGIBLE APPLICANTS OR ACTIVITIES

Initial:

- A. Commercial business or professionals engaged in an activity for private gain or profit may use the facilities of the City, but all noncommercial activities shall take precedence over these uses. Private gain is specifically defined as a use for the principal purposes of making a profit not pledged to be used for public or charitable purposes.
- B. No group or individual, political or otherwise, that advocates the immediate overthrow of the United States Government or the government of the State of California by force or violence or other unlawful means may use the City's recreation facilities for such purposes.
- C. No activity shall be allowed which will cause a substantial danger or damage to the facility, grounds or neighborhood, nor shall any activity be allowed which is deemed not to be in the best interest of the City. Decisions regarding this shall be made by the City.
- D. All approved youth events/activities are by invitation only; public advertising by any means, including emails, social media, internet publications or public postings will result in immediate cancellation of the event. See Section VII "Rescheduling and Cancellations."

Section III – USE OF THE FACILITY

Initial:

- A. The individual or organization this is granted use of any portion of the facility will be held responsible for any loss or damage to the property caused by such use. Extra personnel charges may be assessed by the City for such use. Any damages, extra cleaning needs or policy violations discovered by Facility Staff will be noted and applicable fees deducted from the facility deposit; the applicant will be billed by the City of Antioch for any additional expenses not covered by the facility deposit. The determination and assessment of additional charges shall be at the sole discretion of the City.
- B. The facility capacity maximums are strictly enforced. The maximum capacity for an event includes all guests, chaperones, party planners, etc. Violation of the capacity limits will result in immediate termination of the event and forfeiture of some or all of the facility deposit.
- C. The applicant shall indemnify and hold the City of Antioch, its officers, agents, and employees, harmless from any damage, claims for damage, or judgments for injury to persons or damage to property, which is not the result of negligence of the City or its employees or agents. The City shall require an applicant to provide an endorsement of comprehensive liability insurance if it is deemed the activity to be conducted by the applicant to contain unusual risk or damage or injury to participants or the public. Such endorsement shall name the City of Antioch as additional insured, and shall be approved as to form and amount by the City Attorney.
- D. No equipment may be removed from the facility. No equipment other than that which is ordinarily used at, or found within, the facility may be used without the permission of the City. All equipment use must be requested at the time of reservation. It is the applicant's responsibility to check their equipment's compatibility with the facility's equipment (example: laptop connection to AV system in Multi-Use Room). Storage of applicant's equipment is not allowed before or after the event.
- E. After the facility has been used, it must be left in a clean and orderly condition. All equipment moved or borrowed must be returned to its original position and location.
- F. Additional charges may be assessed against the applicant resulting from use of the facility beyond the rental time specified. No part of the facility may be operated past midnight, which is the facility's closing time. The determination and assessment of additional charges shall be at the sole discretion of the City.
- G. Use of the lights, heating/cooling system, public address system, and other equipment within the facility is the responsibility of the City and their use must specifically be authorized by the City prior thereto.
- H. No use of the recreation facility shall be free, but rather all uses shall be charged based on rates established in the City's Master Fee Schedule, unless expressly authorized by the City.

- I. Decorations anywhere within the facility must be approved by the City prior to being installed. The applicant must make sure all decorations are removed before leaving the facility. A violation of these regulations will result in fees charged to the applicant. All decorations must conform to the following:
 1. Cellophane adhesive, duct tape, nails, screws, staples and all other similar materials (including Command® hooks) in walls, floors, woodwork or on windows is strictly prohibited unless specifically authorized by the Antioch Recreation Department. Only blue painter's tape is acceptable.
 2. All decorations must be fire proofed or of fire retardant materials. Candles are allowed only in a hurricane vase or water (except on cakes). Balloons of any type must be tied down.
 3. Chewing/Bubble Gum of any kind is not permitted as part of decorations, favors or candy table.
 4. Doorways, hallways, exits/exit signs, and fire extinguishers shall not be covered or obstructed.
 5. The City will not provide supplies of any kind to groups or individuals using the facility. All such supplies must be provided by the applicant.
 6. No rice, confetti, glitter, bubble machines, smoke/fog/dry ice machines or other similar materials shall be distributed either inside or outside the facility unless specifically authorized by the City prior to the date of use.
 7. Treat all furniture/equipment with care and respect; do not move/slide tables and do not stand, sit or lie on tables. Aquatic Staff is available to make adjustments to table set-up if needed.
- J. Security Officers may be required to be on duty during events as needed. Request must be confirmed prior to booking. The determination as to whether the Officers will be required and their numbers will be made by the City on the basis of the nature of the activity and the number of people in attendance. The services of these security officers will be paid for by the applicant.
- K. When any non-City sponsored activity is being conducted, the individual or organization granted use of the facility shall procure and maintain the full force and effect, during the use of the facility, a comprehensive personal liability and property damage insurance policy covering such individual's or the organization's use of the facility in an amount not less than \$100,000.00 for injury for any one person in any single accident; \$1,000,000.00 for more than one person and \$50,000.00 for property damage. It is further understood and agreed that the City of Antioch, its officials, officers, and employees shall be named as additional insured under this policy and that the applicant shall hold the City, its officers and employees, harmless for any damage caused by the use of said facility. An endorsement of insurance satisfactory to the City Attorney evidencing approval of the use of the facility is required. The applicant has the option of purchasing a one-day insurance policy through the City of Antioch.
- L. If any food is served at a public/community event, a Temporary Food Facility permit must be obtained by the applicant from Contra Costa County Environmental Health in Concord, refer to cchealth.org/eh/. The permit process requires that the event organizer fill out the Temporary Food Event Application, and attach, if applicable, the vendor's proof of non-profit or veteran status, as well as a site map showing the locations of booths, restrooms, and garbage. There must also be a list of all food/beverage vendors and a payment of all fees. The complete application must be submitted to County Health 14 days before the event and a copy of the approved permit must be submitted to the Recreation Department prior to date of use.
- M. Minor children under the age of 12 must be actively supervised at all times during the event. For every eight (8) minors using the facility, one (1) adult chaperone shall be present, and names and phone numbers of such chaperones shall be furnished to the Recreation Department one (1) week prior to the use of the facility. Furthermore, all adult chaperones must be present prior to the start of the event. Youth events must provide a guest list with names and phone numbers listed and shall be furnished to the Recreation Department one (1) week prior to the event. There may not be more than one controlled entrance/exit. If required, you may be asked to monitor the entrance/exit during your event.
- N. No advertising shall be exhibited and no solicitation or sales made in the building or on the grounds without the prior written permission of the City.

Section III – USE OF THE FACILITY (continued)

Initial:

- O. No tickets shall be sold at the door or admission charges made, without the prior written permission of the City of Antioch.
- P. If applicant is holding a fundraising event within a recreation facility, the applicant must demonstrate to the City that the funds are being used for community or public purposes. For example, by submitting an event flyer or a letter from the organization president outlining the purpose of the fundraiser.
- Q. The City of Antioch reserves the right to make any decisions on any matters not expressly covered by these rules and policy regulations and may require the applicant to provide, submit or do anything which the City determines to be in its best interest in order to protect the facility.
- R. Smoking (including e-cigarettes and marijuana in any form) is not permitted in any City facility or within 20 ft of the entrance or exit.
- S. Parking is only permitted in designated parking spaces. Furthermore, commercial or private vehicles are not allowed on pedestrian walkways for any reason.
- T. All activities of the recreation facility shall be conducted according to law and shall conform to the policies of the City of Antioch and the Recreation Department.

Section IV – PARK COURTESIES

Initial:

- A. Guests must comply with park rules and requests of park staff.
- B. Climbing on decorative boulders is not allowed.
- C. Food and drinks must be enjoyed at least 6 feet away from the pools and slides.
- D. Wristbands are required for all guests over 30" tall and are mandatory for slide use.
- E. No running, and walk with caution when the surface is wet.
- F. All bags are subject to search. Refusal to bag search may result to non-admittance to the park. No alcohol is permitted. No glass containers allowed in the park.
- G. Smoking of any kind is not permitted in the park.
- H. No pets are allowed in the park, with the exception of service animals. Service animals are not permitted in the water.
- I. Diving and jumping into pools is not allowed.
- J. Public intoxication, unlawful drug use, vandalism or any other violation of City, County, State, Federal or Park Rules will result in ejection from park without refund and possible criminal prosecution.
- K. The Water Park and its attractions are subject to closure at any time, without notice.

Section V – DRESS CODE

Initial:

- A. Traditional swimwear is required. Provocative attire, street clothes, cut-offs, basketball shorts, gym clothes, and clothing with rivets, snaps, buttons, belts, or metal ornamentation are not permitted.
- B. Swim diapers (disposable swim diapers or plastic pants) are **required** for all diapered guests.
- C. No personal floatation devices may be brought into the park, with the exception of Coast Guard approved Type 3 life jackets, which are required for guests 42"-48."
- D. Snorkels, face masks, and fins are not permitted.
- E. Guests are encouraged to wear water shoes while walking around the Water Park, but shoes are not permitted to be worn on any slides.

Section VI – HEALTH AND SAFETY

Initial:

- A. Please shower prior to enjoying our pools and attractions.
- B. Guests that have experienced stomach and/or intestinal illness within the past two weeks should not enter the water.
- C. Guests with open wounds or bandages are not permitted to enter the water.
- D. Guests are required to wash their hands after using the restroom and/or after changing a diaper. Diaper changing on or around the pool deck is not permitted.
- E. Do not drink water from any pools or attractions. Drinking fountains are available for water consumption.
- F. Report all injuries to park staff.

Section VII – RESCHEDULING AND CANCELLATIONS

Initial:

- A. Any cancellation of any reservation at a Recreation facility must be provided to the Recreation Department in writing by the applicant/renter. All cancellations will be charged a cancellation processing fee of \$75.00. refunds due to applicant/renter may take several weeks to process
 - 1. If applicant/renter submits a written notice of cancellation more than 24 hours after the contract approval, the City will retain the cancellation processing fee plus **10% of the entire permit rental fee (deposits and charges)** from the Facility Deposit.
 - 2. If applicant/renter submits a written notice of cancellation less than 30 days prior to the reservation date, the City will retain the cancellation processing fee plus **40% of the entire permit rental fee (deposits and charges)**. *Initial here* .

If an act occurs beyond the control of the applicant and/or the City, which prevents the applicant's event from taking place, the Director can review this cancellation policy on a case-by-case basis.

- B. Once a contract has been approved and permit issued, the applicant/renter has 24 hours to make any contract modifications (such as date, time, place, etc.) at no additional cost.
 - 1. Any modifications made 24 hours after contract approval will be charged a \$75.00 fee per request.
 - 2. Any modifications made less than fourteen (14) days prior to the reservation date will be charged a \$100.00 fee per request.
 - 3. Contract modifications are not available within seven (7) days of the reservation date.
- C. On some occasions, it may become necessary to reschedule or relocate certain scheduled activities, which were authorized within the facility due to scheduling conflicts. If this is to occur, the applicant will be given advanced notice by the Recreation Department in order that the change does not greatly inconvenience the party or parties involved. In any event, the Recreation Department reserves the right to reschedule or cancel any event in its sole discretion without liability, subject to refund of all monies deposited by the applicant with the Recreation Department.
- D. If prior to the event the City determines that the applicant has misrepresented the true purpose of the planned event, then the City reserves the right to cancel the event at its sole discretion, without liability and subject to refund of all monies deposited by the applicant with the Recreation Department.
- E. Rates are subject to change.

I have read and agree to the above information.

Applicant's Signature

Today's Date