



Birthday Party Application and Agreement

The completion and signing of this document by user is a **request** to use the amenities of the Field House, Sports, Fitness and Aquatics Center (the “Facility”) until it is approved and required fees are paid. Once approved and required fees are paid, this request becomes a **Contractual Agreement** (“Agreement”). Requests must be received no later than 21 days prior to date requested and will be reviewed within 3-5 business days. No deposit or payment is due with this form. A pre-rental meeting with the appropriate supervisor is required. If the rental date is 30 or more days out, only the deposit is due at the time of the pre-rental meeting. If the pre-rental meeting is within 30 or less days of the rental date, both the deposit and hourly rate total are due. Payment and deposit must be submitted during business hours by date indicated when notified of approval. Submitting a request is NOT a guarantee of availability or approval. All requests are processed on first come, first serve basis. Requests will be reviewed based on Waukegan Park District (hereafter referred to as a District) policy, Facility, and staff availability. Individuals filing a request and making a contractual Agreement must be 21 years of age and remain on the premises for duration of the Facility use. The individuals(s) and organizations listed below and signing this Agreement are jointly and severally liable hereunder and are throughout this Agreement referred to as the “user”.

1. User Name _____ Email _____
 Address _____ City _____ Zip _____
 Day Phone _____ Evening Phone _____

2. Use Date _____

3. Arrival Time _____ Departure Time _____ (3-hour packages only; includes set-up/clean uptime)

4. CIRLE Party Package Time:

12:00p-3:00p OR 3:30p-6:30p

***this time includes set up and take down time**

Sign: _____ Date: _____

5. Will food or beverages be served? (Please check) YES _____ NO _____

6. Will a particular set-up of furnishings or supply of equipment be requested from the Park District? (Please Check)

YES _____ NO _____

If yes, please describe _____

7. Are there any accommodations needed?

YES _____ NO _____

If yes, please specify _____

How many under 7 years _____ How many 7-9 years _____ How many 10-12 years _____

How many 13-18 years _____ How many chaperones 21+ years _____ **Total people** _____

*Chaperones must be 21 years of age & over and comply with ratios identified in #17

Package Options: (Please check below)

- A. _____ Splashin' Pool Party (3-hour party)
\$199 for a three-hour party with 10 children or less
\$10 per additional child

Party package includes Multi-Purpose Room,
Main Pool, and Kiddie Pool

Therapy Pool is not available for Birthday Parties

Towels will not be provided by the Field House and guests must bring their own

Pool parties are available on Saturday and Sunday from
12:00pm-3:00pm or 3:30pm-6:30pm.



Main Pool: This competition style pool has 8 (eight) lanes total. The pool starts at 4ft in depth and ends at 7ft in depth.

Kiddie Pool: This fun designed pool begins with a zero-depth entry and ends with a depth of 2.5ft. The pool contains a climbing apparatus with slides and water features.

Upon approval of rental the Multi-Purpose Room will be available to party guests only. Party guests will receive wrist bands indicating that they are with the birthday party group which will gain them access to the Multi-Purpose Room and the pool area. The Main Pool and Kiddie Pool will be open to the public in addition to the birthday party group.

B. _____ Rockin' Rock Wall Party (3-hour party)

Rock wall time with one (1) staff member
Meeting room included
10 kids or less \$185
Additional children \$10 per child



C. _____ Jammin' Gym Party (3-hour

party)Gym time
Meeting room included
10 kids or less \$185
Additional children \$10 per child



Rental Fee: \$ _____ +
Additional Hours: \$ _____ +
Security Deposit \$ _____ +
Additional Children: \$ _____ =
Total Party Fee: \$ _____

Payments may be made at The Field House Sports, Fitness and Aquatics Center. Please call Tony Strack for more information 847-782-3629.

PLEASE READ AGREEMENT CAREFULLY BEFORE SIGNING: A Signature on page four denotes Users' acceptance of this Agreement's terms and conditions.



1. **Facility Access:** No User may access the facility except in accordance with this Agreement. All requests are processed on a first come, first serve basis. Requests will be reviewed based on District policy, facility, and staff availability. District reserved the right to deny any request which is deemed inappropriate.
2. **Security Deposit:** A security deposit ("Deposit") must be submitted at time of approval for use of each space: \$150 for meeting rooms A&B combined, \$75 for all others. User has 24 hours from time notified of approval to submit the Deposit or approval may become void unless otherwise determined by the approving Supervisor and noted in the Office Use section of this Agreement.
3. **Pre-Rental Meeting Requirements:** A pre-rental meeting with the rental supervisor is required. User is responsible for listing a date and time for the meeting. The rental supervisor will reach out within 3-5 business days after reviewing the Facility Use Agreement to set up a pre-rental meeting if agreement is approved. If the rental date is not within 30 OR MORE DAYS, only the deposit (\$75/\$150) will be due at the time of the pre-rental meeting. If the rental date is within 30 OR LESS DAYS, the deposit and the hourly rate will be due at the time of the pre-rental meeting.
4. **User Inspection:** User shall be responsible for inspecting the facility subject to this agreement prior to each use and shall be responsible for bringing to the District's attention any potential dangers, safety hazards or problems. User is solely responsible for determining whether the facility is safe, appropriate, and/or compatible for user's intended use.
5. **User Availability:** User signing this agreement must be 21 years of age and present at site for the entire time facility is being used.
6. **Fees:** All fees must be paid IN FULL 30 days prior to the facility use date or it will be cancelled, and the deposit will not be refunded. Individuals using the facility may not collect any money from participants while on the premises.

Sign _____ Date _____

7. **User Cancellation:** Cancellation of this agreement by the user thirty days or more in advance of the use date will result in a 50% loss of deposit. No portion of the deposit will be returned if a reservation is cancelled by the user with less than thirty days' notice of the use date unless otherwise determined by the approving supervisor and noted in the office use section of this agreement.
8. **District Cancellation:** The District reserves the right to cancel this agreement if user breaches the agreement in any manner. If facility use is cancelled due to user's breach of this agreement more than thirty days before the use date the District will retain the deposit. If user breaches the agreement thirty days or less prior to the use date, the District will retain all monies paid to the District by user and shall have the right to pursue any and all legal equitable remedies.
9. **Facility Unusable for User's Purpose:** If for any reason the facility is unusable (i.e., power outages, flooding, fire) the District will make every attempt to contact user immediately. If the District cannot accommodate the user's use and the District cancels this agreement solely as a result of said circumstances, user will be fully refunded.
10. **Decorating, Set-up and Clean-up Time:** Decorating, set-up and clean up time is part of the use time listed and circled above. User must arrive/vacate facility at the time set forth in this agreement

and are not permitted to enter the facility before or remain in the facility after the times set forth herein. Agreements are set for facility entrance and exit times.

- 11. Alcoholic Beverages:** No alcoholic beverages are allowed on District property. The District has the absolute right to immediately close the facility, contact the police, and terminate this agreement, or any of these, in the event alcohol is present. No refund will be made for lost time during the use and user's deposit will not be returned. The user's possession of alcohol shall constitute a material breach of the agreement.
- 12. No Possession of Food, Decorating or Entertainment Items:** No food, decorating or entertainment items can be held prior/post to the use time stated in this agreement. The user shall be solely responsible for all other arrangements. All food, decorations or entertainment must be kept inside the Multi-Purpose Room.
- 13. Clean-Up:** The building and equipment must be cleaned and put in order by the user before leaving (i.e., tables, pool desk, pool equipment/toys etc.). All garbage must be removed by the user and placed in proper receptacles.
- 14. No Removal of District Property or Equipment:** No District equipment or property shall be removed from the premises without prior written permission from the approving supervisor.
- 15. User Responsible for Damages:** User will be solely responsible for and will pay for any damage to District property arising out of the use of the said facility pursuant to this agreement.
- 16. User Responsibility for Additional Costs:** The District will charge additional fees or may retain deposit for damage and/or additional cleaning required by the District maintenance staff. (i.e., stained floors and walls, broken tables, missing equipment, etc.)
- 17. Late Fee for Late Departure:** User will be charged for a full hour if the use exceeds five or more minutes beyond the stated agreement time. Departure means out of the facility. Time is not prorated by the minute. Early entrance is not allowed. The facility will not be accessible except during the time in which it has been approved for use.
- 18. User Supervision:** Groups must have at a minimum of two chaperones present throughout the entire use time to supervise the children both in and out of the water. Chaperones must be 21 years or older.
 - Parties with children under the age of 7 years old must have one chaperone in the water for every four children in the water.
 - Parties with children ages 7-9 years old there must be one chaperone for every eight children.
 - Parties with kids 10 years and older must have one chaperone per ten children.
- 19. Compliance with Codes:** All facility users must abide by the building fire safety codes & bathing codes.
- 20. Compliance with Law:** Users shall comply with any and all applicable federal, state, and local laws, rules, regulations, orders, ordinances, and permit procedures.
- 21. Special Effects:** All special effects equipment, stages, and special equipment used by the user must be submitted in writing and be pre-approved before setting up or use. District may terminate this agreement immediately and require user to vacate the premises immediately if unauthorized items are present. No refunds will be made for lost time during use and deposit will not be returned.
- 22. Facility Use Oversight:** The District shall provide lifeguard staff during user's use of the facility. User fully understands and agrees that lifeguards are not responsible for supervising user's group. Lifeguards are responsible for enforcing rules and regulation and responding to emergencies. Facility staff will clear the water 10 minutes prior to the end of departure time.
- 23. Supervision:** User is solely responsible for providing any and all supervision at all times during user's use of any facility, including but not limited to the identified facility space, and all common

areas. Further, user shall be responsible for ensuring that user's guests and invitees comply with all applicable rules and regulations governing District facilities. User shall ensure that there is always at least one adult supervisor fluent in English and on site during the user's use of the facility.

- 24. Building Access:** Aquatic staff may be used to open and close the building if use is outside of normal operation hours. User must arrive on time or aquatic staff will be dismissed after 1 hour and user will be considered a "no show". No refund will be issued in this case.
- 25. Conduct of Children:** User is responsible for the conduct of children and adults at all times during the use.
- 26. Music:** Music and other audio use must be pre-approved and will be allowed on a case-by-case basis.
- 27. Non-Smoking:** All Waukegan Park District's facilities and parks are non-smoking.
- 28. Group Size/Chaperone Ratio:** The District retains the right to conduct an audit of the group's numbers during the user's use of the facility. If there are more participants in the group than has been contracted, the group contact on site must sign off on a record sheet describing the discrepancy. The user shall be responsible for all additional charges and fees associated with the discrepancy and shall be billed for the additional amount. If appropriate chaperones are not available, the group may be asked to leave if the situation cannot be rectified.
- 29. No Third-Party Beneficiary:** This agreement is entered into solely for the benefit of the agreeing parties, and nothing in this agreement is intended, either expressly or implied, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this agreement, or to acknowledge, establish or impose any legal duty to any third party.
- 30. No Liability for Lost or Stolen Property:** The District does not assume any liability for property lost or stolen on the District premises, or for personal injuries sustained on the premises during user's use of the premises and user hereby agrees to assume the full risk of any injuries, damages, or loss, regardless of severity, that user may sustain as a result of this agreement. User might sustain as a result of any and all activities connected with or associated with the agreement.
- 31. Indemnification:** To the fullest extent permitted by law, user shall indemnify and hold harmless the District, its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from user's use and occupancy of the facility, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the user, anyone directly or indirectly employed by user or anyone for whose acts any of them may be liable including but not limited to any person occupying the facility by, under or through the user, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. The user shall similarly protect, indemnify, and hold and save harmless the District, its officers, officials, employees, volunteers, and agents against and from any and all claims, costs, causes, actions, and expenses including but not limited to legal fees, incurred by reason of user's breach of any of its obligations under, or user's default of, any provision of this agreement.

Signature of contact person _____ Date _____

*My signature indicates that I am twenty-one years of age, have read and fully understand and will abide by the above regulations and policies set forth by the Waukegan Park District.

OFFICE USE ONLY:

Approved by District Representative: _____ Date: _____

Deposit: _____	Due Date: _____	Paid On (Date): _____
Fees: _____	Due Date: _____	Paid On (Date): _____
Household #: _____		