

**BAYSHORE GARDENS PARK & RECREATION DISTRICT**

**FOB#** \_\_\_\_\_

**SWIMMING POOL CONTRACT**

**FOB#** \_\_\_\_\_

**RESIDENTS ONLY**

**1010 C**

This Swimming Pool Contract (“Contract”) is made by and between the Bayshore Gardens Park and Recreation District (“District”), whose address is 6919 26<sup>th</sup> Street W, Bradenton, Florida 34207, and \_\_\_\_\_ (“Resident”), whose street address is \_\_\_\_\_, hereinafter collectively referred to as the “Parties.”

**RECITALS:**

**WHEREAS**, the District is an independent park and recreation district governed by Chapter 2002-365, Laws of Florida, and Chapters 189 and 418, Florida Statutes, and provides a wide range of social and recreational activities at its facilities on Sarasota Bay in Manatee County; and

**WHEREAS**, the District’s facilities include a swimming pool, pool deck, and patio area (collectively, the “Pool”); and

**WHEREAS**, Section 3 of the District’s Charter provides that persons entitled to use the District facilities and property shall be limited to residents within the District, their family members, and guests, and such other persons as the District’s Board of Trustees may authorize from time to time; and

**WHEREAS**, Section 2 of the District’s Charter grants it the authority to enter into contracts; and

**WHEREAS**, the Parties wish to memorialize and outline the terms and conditions upon which the Pool may be used.

**NOW, THEREFORE**, in exchange for the mutual covenants set forth below, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein as a material part of this Contract.
2. **Pool Use.**
  - a. **Authorized Users.** The Pool is only for the use of the Resident, his/her family members, and guests who have signed a Pool Liability Waiver and Hold Harmless Agreement (collectively, “Authorized Users”).
  - b. **Pool Liability Waiver.** The Resident, his/her family members, and guests must sign a Pool Liability Waiver and Hold Harmless Agreement (“Pool Liability Waiver”) prior to using the Pool. A copy of the Pool Liability Waiver is attached hereto as Exhibit “A.” No person may use the Pool unless and until he or she, or his or her parent or guardian if under the age of 18, has signed a Pool Liability Waiver and has submitted it to the District Office.

c. Pool FOB.

i. Access to the Pool is restricted by a Pool FOB, which is issued to the Resident only. The Resident will be charged a \$10 fee, plus tax, per FOB. If the FOB is lost, the Resident will be charged a \$10 fee, plus tax, per replacement FOB.

ii. The Resident must provide the District with proof of residency to receive a Pool FOB. Acceptable proof of residency includes photo identification of the Resident that reflects a District address, or a deed or lease that reflects the Resident's name and address within the District. A Pool FOB will not be issued to the Resident until he or she provides the District with acceptable proof of residency.

iii. Resident understands and agrees that he or she is responsible for the use of the Pool FOB(s) issued to him or her, and that all family members and guests are required to comply with all Pool Rules. Should anyone using the Pool FOB assigned to the Resident violate any Pool Rule and be issued a citation by the Pool lifeguard, the Pool FOB issued to the Resident will be deactivated. For the first citation, deactivation will be for three (3) days. For all additional offenses, deactivation will be for five (5) days. Additional infractions may result in the District terminating this Contract and the Resident's right to use the Pool. To reinstate a FOB, you must present your case to the Board.

iv. The Pool FOB is for the Resident's use only and is not transferrable. The Pool FOB will expire upon the Expiration Date of this Contract.

d. Lap/Exercise Swimming. Lap/exercise swimming is allowed during morning hours when the Pool is open. The Resident understands that no lifeguard will be present during this time. The pool will be closed for recreational swimming during this time. Access for lap swimming: **Yes / No**

3. Pool Rules. The Resident hereby agrees that all Authorized Users will abide by the following rules when using the Pool:

a. The Pool is for the use of District Residents, his/her family members, and their guests only. Other groups may be authorized to use the Pool from time to time by the District's Board of Trustees.

b. The Pool capacity is 104 persons and may not be exceeded.

c. No one may enter the Pool except during posted hours without prior written approval from the District's Board of Trustees.

d. Every person who intends to use the Pool must sign a Pool Liability Waiver and obtain a Pool FOB from the District Office before entering the Pool area.

e. When a lifeguard is on duty, the lifeguard is in charge of the Pool.

f. Do not enter a swimming lane when a swimmer is swimming laps.

g. Every person must shower before entering the Pool.

h. No one with a cold, communicable disease, open sores, wounds, or Band-Aids are allowed in the Pool.

- i. No one under the age of 14 may swim without a lifeguard on duty unless accompanied by an adult for lap swimming.
- j. No one under the age of 10 may be in the Pool without an accompanying adult that remains in the Pool area.
- k. Animals are not allowed in the Pool area unless the animal is a service dog.
- l. Proper swimwear attire must be worn in and around the Pool. No cut offs, jeans, or street clothes of any kind are permitted.
- m. Do not swallow Pool water.
- n. No food or alcoholic beverages are permitted on the upper deck of the Pool.
- o. No glass containers are permitted in the Pool area.
- p. No electronic devices are permitted in the Pool area unless silenced by earphones.
- q. No abusive language, riding on shoulders, running, shoving, spitting, shouting, or fighting is permitted.
- r. No diving is permitted from areas marked in red.
- s. No smoking or vaping except in designated areas.
- t. Swim diapers must be used in the Pool, when required for the minor.
- u. If a Guest is accompanying a Resident, the Guest must sign a Pool Liability Waiver and submit to the District Office or a Pool employee if the office is closed. If any person has not signed a Pool Liability Waiver, he or she may not use the Pool.

4. **Termination.**

a. The Resident agrees that if he or she moves out of the District, his or her rights pursuant to this Contract and to access the Pool immediately terminate. Resident further agrees to immediately notify the District Office that he or she has moved out of the District and to return the Pool FOB.

b. The District may terminate this Contract, and the Resident's right to use the Pool, should the Resident, his/her family member, or guest fail to comply with any provision herein.

5. **Term and Expiration Date.** The term of this Contract is each Fiscal Year of the District, which runs from October 1 through September 30. This Contract shall terminate on September 30 of each fiscal year. Resident understands that all Pool FOBs expire on September 30 at midnight; provided, however, that if September 30 falls on a weekend, the Pool FOB will expire on the next regular business day. Resident agrees that it is his or her responsibility to annually renew this Contract, which shall include providing proof of residency and executing a new Pool Liability Waiver.

6. **Sovereign Immunity.** No provision in this Contract shall be construed as a waiver by any of the Parties of any rights provided for by any provision of law, including but not limited to Section 768.28, F.S.

7. **Governing Laws and Severability.** This Contract shall be governed by the laws of the State of Florida. Venue shall lie in Manatee County, Florida. If any term, covenant, or condition of this Contract or the application thereof to any person or circumstances will, to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Contract or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held to be invalid or unenforceable, will not be affected thereby and each term, covenant, and condition of this Contract will be valid and enforced to the fullest extent permitted by law.

**Names, ages and relationship of all members of the household. Any individual over 18 MUST sign their own Waiver.**

_____	_____	_____
Name	Age	Relationship
_____	_____	_____
Name	Age	Relationship
_____	_____	_____
Name	Age	Relationship
_____	_____	_____
Name	Age	Relationship
_____	_____	_____
Name	Age	Relationship
_____	_____	_____
Name	Age	Relationship

Entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Bayshore Gardens Park & Recreation District  
 Signature

\_\_\_\_\_  
 Resident Signature

\_\_\_\_\_  
 Resident Signature

\_\_\_\_\_  
 Email Address

\_\_\_\_\_  
 Phone Number

**Exhibit A**  
**BAYSHORE GARDENS PARK AND RECREATION DISTRICT**  
**POOL LIABILITY WAIVER AND HOLD HARMLESS AGREEMENT**

READ THIS FORM COMPLETELY AND CAREFULLY. This Pool Liability Waiver and Hold Harmless Agreement (“Waiver”) must be completed and properly executed by each Resident, family member, and guest, including minor children, prior to use of the Pool.

I, \_\_\_\_\_ (“Resident”), and/or Parent/Legal Guardian of the below listed children, on behalf of myself, my family, and those authorized by me, in consideration of the right to use and benefits associated with use of the Pool of the Bayshore Gardens Park and Recreation District (“District”), hereby RELEASE, WAIVE, INDEMNIFY, DEFEND, AND HOLD HARMLESS the District, along with its officials, employees, officers, volunteers, and agents, from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by us or our child(ren), or to any property belonging to us, WHETHER CAUSED BY THE NEGLIGENCE OF THE DISTRICT or otherwise, while engaged in, arising out of, or related to the use of the Pool.

I am fully aware of the risks and hazards associated with use of the Pool, including the risk of injuries which can cause death, and hereby voluntarily elect to participate in use of the Pool and permit our minor child(ren) to participate in use of the Pool, knowing that activities may be hazardous to us, our child(ren), and our property. WE VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by us or our child, or any loss or damage to property owned by us or our child, as a result of being engaged in such activities, WHETHER CAUSED BY THE NEGLIGENCE OF THE DISTRICT or otherwise.

We further hereby agree to INDEMNIFY AND HOLD HARMLESS THE DISTRICT from any loss, liability, damage, or costs, including court costs and attorney’s fees, that may incur due to my or my child(ren)’s use of the Pool WHETHER CAUSED BY THE NEGLIGENCE OF THE DISTRICT or otherwise.

It is my express intent that this Waiver shall bind the members of our family and spouses, if we are alive, and our heirs, assigns, and personal representative, if I am or my child(ren) is deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the District. We hereby further agree that this Waiver shall be construed in accordance with the laws of the State of Florida.

In signing this Waiver, I acknowledge that the District is an independent park and recreation district of the State of Florida that enjoys sovereign immunity pursuant to Section 768.28, Florida Statutes. The execution of this Waiver is not a waiver of any sovereign immunity provision provided pursuant thereto, or any other such provision provided by law.

In signing this Waiver, I acknowledge and represent that I have read and understand the foregoing provisions; that I sign this Waiver voluntarily and as my own free act and deed; that no oral representations, statements, or inducement, apart from the foregoing written agreement, have been made; that I am at least eighteen (18) years of age and fully competent; and that I execute this Waiver for full, adequate, and complete consideration fully intending to be bound by same.

**I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND ASSIGNS MAY HAVE AGAINST THE DISTRICT.**

_____	_____	_____
Print Name	Signature	Date

_____	_____	_____
Print Name	Signature	Date
(must be Parent/Guardian if minor under the age of 18) <b>Copy of Identification required.</b>		

_____	_____	_____
Minor Child	Minor Child	Minor Child

_____	_____
Bayshore Gardens Park & Recreation District	Date