



## **Birthday Parties**

**Make your reservations now for a birthday party at the Bear | Levin | Studer Family YMCA. The YMCA offers birthday parties for members and non-members.**

**Book a two hour birthday party which includes a staff person, one hour in the pool, one hour in our party room and a staff person. Birthday party rentals are available Saturdays between 11:00 am - 4:00 pm.**



**Maximum of 25 participants.**

***To book your event or for more information call (850) 438-4406***



**Cost:           \$150.00 for members  
                  \$250.00 for non-members**

**Deposit is required to hold your reservation and no refunds will be allowed**

## FACILITY USE AGREEMENT

**THIS FACILITY USE AGREEMENT** (this "Agreement") is entered into by and between **YOUNG MEN'S CHRISTIAN ASSOCIATION OF PENSACOLA, INC.**, a Florida not-for-profit corporation, whose address is 165 East Intendencia Street, Pensacola, Florida 32502 ("YMCA")

and \_\_\_\_\_ **[LEGAL NAME OF USER**

**ENTITY OR INDIVIDUAL]**, whose address is \_\_\_\_\_ ("User").  
**FOR GOOD AND VALUABLE CONSIDERATION**, YMCA and User agree as follows:

**Background:** User desires to use certain facilities in the YMCA building at 165 East Intendencia Street, as described in the attached Exhibit "A" attached hereto, and YMCA is willing to allow such use upon the terms and subject to the conditions of this Agreement.

**Designated Facilities:** YMCA hereby grants to User a license to use the specific YMCA facilities described in Exhibit "A" attached hereto and incorporated herein by reference (the "Designated Facilities") upon and in accordance with the terms and conditions stated in this Agreement. User shall not use, nor shall User permit its employees, agents, members, guests or invitees to use, any other facilities, premises or property of YMCA except as necessary for ingress and egress to and from the Designated Facilities.

**Date and Time of Use:** User shall use the Designated Facilities only during the time period stated in Exhibit "A" (the "Use Time").

**Permitted Use:** User shall use the Designated Facilities only for the Permitted Use stated in Exhibit "A" and for no other use or purpose. User understands and agrees that YMCA's members, guests and invitees may also use any and all of YMCA's facilities, premises and property, including but not limited to the Designated Facilities, in the normal course of YMCA's operations during the same time as User's use of the Designated Facilities under this Agreement (i.e., during the Use Time), except if and to the extent that Exhibit "A" states that User's use of specified facilities or areas will be "exclusive".

**Non-Refundable Reservation Fee:** Upon the signing of this Agreement, User shall pay to YMCA a non-refundable Reservation Fee in the amount stated in Exhibit "A" hereto. Such Reservation Fee shall be in addition to the Security Deposit and Use Fee required in the following paragraphs.

**Security Deposit:** In addition to the Reservation Fee provided above, User shall pay to YMCA a Security Deposit in the amount stated in Exhibit "A" in order to secure User's punctual and full performance of its obligations under this Agreement. The Security Deposit shall be paid in full no later than seven (7) days prior to the Use Time, failing which YMCA may, in its sole discretion, terminate this Agreement and retain the Reservation Deposit as liquidated damages therefor. In the event that User, its employees, agents, members, guests or invitees cause any injury or damage to any YMCA property, including but not limited to the Designated Facility, or otherwise fail to comply with this Agreement, YMCA may apply the Security Deposit to the cost of repairing such damage or remedying such failure, without waiving any other rights or remedies. In the event that User fully complies with the terms of this Agreement and leaves the Designated Facilities in clean, orderly and good condition, the Security Deposit shall be returned to User within thirty (30) days after the Use Time. At YMCA's option, the Security Deposit may be paid to YMCA in the form of a credit card hold against User's credit card for the amount of the Security Deposit. In such event, User irrevocably authorizes YMCA to charge User's credit card for any amounts that become due and owing by User to YMCA under this Agreement, up to, but not exceeding, the amount of the credit card hold.

**Use Fee:** In addition to the Reservation Fee and Security Deposit provided above, User shall pay YMCA a Use Fee in the amount specified in Exhibit "A". The Use Fee shall be paid in full no later than seven (7) days prior to the Use Time, failing which YMCA may, in its sole discretion, terminate this Agreement and retain the Reservation Deposit as liquidated damages therefor. Further, User understands and agrees that use of any facilities or services of YMCA other than those specified in this Agreement may result in additional fees or charges for the use of such facilities and services. User hereby agrees to pay to YMCA such additional fees and charges promptly upon demand.

**Number of Participants:** User shall not allow more than the Maximum Number of Participants stated in Exhibit "A" to use the Designated Facilities. User shall notify YMCA in writing of the exact number of participants at least seven (7) days prior to the Use Time, failing which YMCA may, in its sole discretion, terminate this Agreement and retain the Reservation Deposit as liquidated damages therefor. If the Use Fee is calculated on the basis of the number of participants, the greater of (i) the number of participants so reported to YMCA or (ii) the actual number of participants shall be used to calculate the Use Fee. User shall pay any additional Use Fee based on the actual number of participants prior to use of the Designated Facilities.

**Participant Waivers.** User understands and agrees that it is User's sole obligation to obtain, prior to the Use Time, written, signed waivers of liability, on waiver forms provided by YMCA, from each participant who will use any YMCA facilities or go onto any YMCA premises under the authority of this Agreement; provided that if the participant is under the age of eighteen (18) years of age, such waiver shall be signed by the participant's parent or legal guardian. User shall deliver to YMCA all such original, executed waivers promptly upon request.

**No Alteration of YMCA Property:** User shall not alter, modify or otherwise change the property, equipment or facilities of YMCA, including but not limited to the Designated Facilities, in any way, shape or form, whether or not temporarily and whether materially or immaterially, without the prior written approval of YMCA.

**Responsibility for Damages:** User shall be solely responsible for any and all damage to the Designated Facilities and any other property, facilities or equipment of YMCA caused in whole or in part by User or User's employees, agents, participants, members, guests or invitees. User shall promptly reimburse YMCA upon demand for the cost to repair or replace any such damaged property, facilities or equipment.

**Return of Designated Facilities After Use:** Prior to departure from the Designated Facilities, User shall dispose of all trash, return all furniture and equipment to its original location, generally tidy the Designated Facilities, and leave the Designated Facilities in clean, orderly and good condition.

**Compliance with YMCA Rules and Regulations:** User shall at all times fully comply with, and shall ensure that its participants, members, guest and invitees at all times fully comply with, the YMCA rules and regulations which are attached to this Agreement and with all other rules and regulations that are posted on or in the YMCA facilities or otherwise provided to User. User understands and agrees that the failure of User or any of its participants, members, guests or invitees to fully comply with all such rules and regulations may, in YMCA's sole discretion, result in their immediate removal from YMCA property and/or the immediate termination of this Agreement and User's use of the Designated Facilities and all other YMCA facilities prior to the end of the Use Time, without a reduction in, or refund of, the Use Fee or any portion thereof.

**Safety, Assumption of Risk and Medical Treatment:** User understands that the activities in which User, its employees, agents, participants, members, guests and invitees will be engaging while upon the premises of the YMCA and while using any of the YMCA's facilities, equipment or services may be inherently dangerous and/or risky and potentially hazardous or injurious to persons and property. User further understands and agrees that User is solely responsible for the safety of the User's employees, agents, participants, members, guests and invitees while engaging in such activities and utilizing such facilities, equipment and services. Accordingly, User hereby knowingly assumes all risk of personal injury, including death, and property damage suffered or incurred by User or its employees, agents, participants, members, guests and/or invitees arising or occurring on YMCA property or arising out of or by reason of the use of YMCA's facilities, equipment or services. In the event of an injury to any of User's employees, agents, participants, members, guests or invitees on YMCA property, User hereby authorizes YMCA to provide such injured person with whatever medical treatment and care YMCA deems necessary and appropriate, and User (and not YMCA) shall be responsible for all costs incurred for any and all such medical treatment and care.

**Indemnity and Hold Harmless Agreement:** User hereby agrees to indemnify, defend and hold harmless YMCA and Young Men’s Christian Association of Northwest Florida, Inc., their respective affiliates, successors and assigns, and their respective directors, officers, employees, volunteers, independent contractors, representatives and agents (hereinafter “Released Parties”) from and against any and all claims, demands, damages, suits, actions, losses, liabilities, costs and expenses (including without limitation attorneys’ fees) of every kind, character or description incurred by or asserted against the Released Parties or any of them arising out of or resulting from the presence of User and/or its officers, directors, employees, volunteers, participants, members, guests or invitees in or upon the premises of the YMCA or arising out of or resulting from the use of YMCA’s facilities, equipment and/or services, except for liabilities resulting solely from YMCA’s negligence. This indemnification provision shall survive the expiration, cancellation or termination of this Agreement.

**Insurance:** If User carries an insurance policy which provides insurance coverage to User and/or its employees, agents, participants, members, guests and/or invitees, User shall designate YMCA as an additional insured on such policy and shall, not less than seven days prior to the Use Time, deliver to YMCA a certificate of insurance showing the YMCA as an additional insured on such policy. User further understands and agrees that User’s insurance shall be primary and non-contributory and that neither User’s insurance carrier nor User, its employees, agents, participants, members, guests or invitees shall look to any insurance of YMCA for contribution or reimbursement.

**Lost, Damaged or Stolen Property:** User agrees that YMCA shall not be responsible for any property of User or its participants, members, guests or invitees which may be lost, damaged or stolen while User or any such person is upon the premises of the YMCA or using any of the YMCA’s facilities, equipment or services. User acknowledges that YMCA may provide User with space for the storage of personal property belonging to User or its participants, members, guests or invitees; however, User acknowledges and agrees that the furnishing of such storage space shall not in any way be deemed to create a responsibility on the part of YMCA to reimburse User or any such person for lost, damaged or stolen property.

**Special Terms:** The Special Terms, if any, stated in Exhibit “A” shall control over any contrary provision of this Agreement.

**Severability:** If any provision in this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

**Authority to Sign:** The person signing below on behalf of User hereby represents to YMCA that he/she is duly authorize and empowered to execute and enter into this Agreement for and on behalf of User.

**IN WITNESS WHEREOF,** YMCA and User have executed, delivered and entered into this Agreement as of the most recent date set forth below.

\_\_\_\_\_  
User’s Legal Name

YOUNG MEN’S CHRISTIAN ASSOCIATION  
OF NORTHWEST FLORIDA/PENSACOLA, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

DESIGNATED FACILITIES: \_\_\_\_\_

PERMITTED USE: \_\_\_\_\_

User shall have the sole use of the following "exclusive use" facilities or areas:

\_\_\_\_\_

USE TIME:           DATE: \_\_\_\_\_

                          START TIME: \_\_\_\_\_

                          END TIME: \_\_\_\_\_

NON-REFUNDABLE  
RESERVATION FEE:    \$ \_\_\_\_\_

SECURITY DEPOSIT:   \$ \_\_\_\_\_

USE FEE:             FLAT FEE OF \$ \_\_\_\_\_

OR

\$ \_\_\_\_\_ PER PARTICIPANT

MAXIMUM NUMBER OF PARTICIPANTS: \_\_\_\_\_

SPECIAL TERMS: \_\_\_\_\_

\_\_\_\_\_

USER'S INITIALS: \_\_\_\_\_

YMCA'S INITIALS: \_\_\_\_\_

*Visit us on the Web at [www.ymcanwfl.org](http://www.ymcanwfl.org)*

***Please sign a copy and return the certificate of insurance with your Reservation Deposit.  
Extra copy is for you to keep for your records***



**FLORIDA MINOR RELEASE AND WAIVER OF LEGAL LIABILITY**

**THIS IS YOUR RELEASE AND WAIVER OF LIABILITY** (the "Release"). You individually and on behalf of your minor child, release the YMCA of Northwest Florida, its officers, directors, board members, employees, volunteers, agents, independent contractors, other participants and/or others acting on its behalf (collectively, "YMCA"). You agree that this Release is effective immediately.

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF YMCA USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM YMCA IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND YMCA HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

**I HAVE READ THE ABOVE WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT:**

Participant \_\_\_\_\_  
(if under 18 years old, parents or legal guardians must sign below)

Participant/Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

Participant/Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

**YMCA of Northwest Florida  
Rental - Rules**

General

1. Group leader must check in with staff person on arrival
2. Food and drinks must stay in designated areas
3. No smoking allowed on property
4. No alcohol allowed on premises
5. No one is allowed in the fitness area, offices or behind the welcome center
6. No cursing or profane language allowed
7. Group leader must stay until everyone has left
8. Group is responsible for cleaning up prior to leaving facility

Lock-in (if applicable)

1. Groups must arrive 1 Hr. from expected arrival time or call ahead
2. Group must leave 30 min. prior of building opening
3. Fitness Area is off limits
4. First Aid supplies must be provided by the group leader

Pool Rules (if applicable)

1. NO running or rough play
2. Flotation devices must be Coast Guard approved
3. Pool toys must be approved by a lifeguard, subject to number of pool users
4. No diving in any area
5. No underwater breath holding is permitted
6. Please shower prior to entering the pool
7. Lap lanes are for lap swimmers only unless designated differently by a lifeguard
8. Proper swimming attire required
9. A guardian (16 year and older) must be within arm's reach of children 5 years and younger.
10. Non-potty-trained infants must be in swim diaper and appropriate swim suit.
11. No glass or food is permitted in the pool area.
12. All swimmers that want to use the slide must be 48" inches tall and pass the swim test.
13. Anyone wanting to use the Spa, Sauna, Steam room must be 16 years of age or older
14. All swimmers 12 and under that would like to swim without a parent in arms reach or without a life vest will need to take the swim test.
15. Lifeguard have full authority of the pool and pool area including, but not limited to removal of participants and closing down of the pool and pool area.

**Swimmers that have not passed the swim test and want to swim without life vest need to be one on one with someone that is 16 years of age or older.**