



Santa Monica Swim Center
 Community and Cultural Services Department
 Community Recreation Division-Aquatics
 2225 16th Street
 Santa Monica, California 90405
 Phone: (310) 458-8700 FAX: (310) 450-5076



2009-2010 SWIM CENTER POOL PERMIT

Type of Organization SMMUSD Non-profit 501(c)(3) For profit Commercial
 (Check one only. Non-profits must attach verification of 501(c)(3) status.)

Name of Organization

Contact

Address

City/State/Zip

Telephone Day Evening

E-Mail

FALL SEASON	<i>October 1st, 2009 - December 31st, 2009</i>						
Facility Requested	Fitness Pool <input type="checkbox"/>		Splash Pool <input type="checkbox"/>				
	(Check one only. Complete a separate form for each facility requested.)						
Intended Use	<input type="text"/>						
	<input checked="" type="checkbox"/>	Short Course	# Lanes Needed		<input type="text"/>		
Day(s) Requested	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			(Circle)				
Date(s) Requested	From	_____				To	_____
Time(s) Requested	From	_____				To	_____
	<input checked="" type="checkbox"/>	Long Course	# Lanes Needed		<input type="text"/>		
Day(s) Requested	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			(Circle)				
Date(s) Requested	From	_____				To	_____
Time(s) Requested	From	_____				To	_____
Special Requests (Storage/lockers, etc.) and Comments	_____						
	(Attach additional sheet(s) if necessary.)						

WINTER SEASON*January 1st, 2010 - March 31st, 2010*

Facility Requested

Fitness Pool Splash Pool (Check one only. Complete a separate form for each facility requested.)

Intended Use

**Short Course**

Lanes Needed

Day(s) Requested

Sun

Mon

Tue

Wed

Thu

Fri

Sat

(Circle)

Date(s) Requested

From

To

Time(s) Requested

From

To

**Long Course**

Lanes Needed

Day(s) Requested

Sun

Mon

Tue

Wed

Thu

Fri

Sat

(Circle)

Date(s) Requested

From

To

Time(s) Requested

From

To

Special Requests (Storage/lockers, etc.) and Comments

(Attach additional sheet(s) if necessary.)**SPRING SEASON***April 1st, 2010 - June 30th, 2010*

Facility Requested

Fitness Pool Splash Pool (Check one only. Complete a separate form for each facility requested.)

Intended Use

**Short Course**

Lanes Needed

Day(s) Requested

Sun

Mon

Tue

Wed

Thu

Fri

Sat

(Circle)

Date(s) Requested

From

To

Time(s) Requested

From

To

**Long Course**

Lanes Needed

Day(s) Requested

Sun

Mon

Tue

Wed

Thu

Fri

Sat

(Circle)

Date(s) Requested

From

To

Time(s) Requested

From

To

Special Requests (Storage/lockers, etc.) and Comments

(Attach additional sheet(s) if necessary.)

SUMMER SEASON *July 1st, 2010 - September 30th, 2010*

Facility Requested Fitness Pool Splash Pool
(Check one only. Complete a separate form for each facility requested.)

Intended Use _____

 Short Course # Lanes Needed _____

Day(s) Requested Sun Mon Tue Wed Thu Fri Sat
(Circle)

Date(s) Requested From _____ To _____

Time(s) Requested From _____ To _____

 Long Course # Lanes Needed _____

Day(s) Requested Sun Mon Tue Wed Thu Fri Sat
(Circle)

Date(s) Requested From _____ To _____

Time(s) Requested From _____ To _____

Special Requests (Storage/lockers, etc.) and Comments _____
(Attach additional sheet(s) if necessary.)

Organizations using the Santa Monica Swim Center must maintain a Commercial General Liability insurance policy in the amount of one million (\$1,000,000) per occurrence. The City, its officials, officers, employees, and volunteers are included as additional insureds on all liability insurance policies. The policy must be endorsed to provide thirty (30) days written notice of cancellation to the City of Santa Monica as well as additional insured status. Please attach proof of insurance when submitting this form.

Number of Participants Adults _____ Children _____

Number of Santa Monica (Resident) Participants Adults _____ Children _____

Organization's Per Participant Dues/Fee \$ _____ Fees Charged Each Week Month Year
(Circle)

Does your organization provide scholarships? _____

If so, what percentage of your members are on full/partial scholarship? _____

Defense, Indemnity, and Hold Harmless Agreement

This agreement is made on the express condition that the City is to be free of all liability of loss by reason of injury to person or property, from whatever cause, in any way connected with the organization's use of the pools or conference room at the Santa Monica Swim Center. Applicants and organizations hereby covenant and agree to, and shall indemnify the City of Santa Monica and save it harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injuries or losses however occurring.

Applicant and organization hereby waive all claims against the City for damages to goods, waters, merchandise, or improvements in, upon or about the Swim Center facility; and for injuries to applicant organization's property or employees or any other persons in or about the facility from any cause arising at any time. Application and organization will hold the City exempt and harmless from any damages or injuries to any person or to the goods, wages, merchandise, facilities or other property or any person arising from the use of the facility by applicant an organization or other persons or from the failure of the City to keep the facility in good condition and repair when such damage or injury is caused in part or whole by the negligence or fault of, or omission of any duty with respect to the same by applicant or organization.

Applicant and organization expressly waive all rights under Section 1342 of the Civil Code of California as it now provides or may hereafter be amended. Section 1342 reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him have materially affected his settlement with debtor." Applicant and organization accept the Santa Monica Swim Center facilities in their present condition, and are without representation or warranty by the City as to the condition of such, or as the use or occupancy which may be made thereof and the City shall not be responsible for latent defect or change in their condition, or for any damage occurring thereto, or because of the existence of any violation of any state, county, or municipal laws.

Applicant certifies that he/she has read and agrees to abide by the above Defense, Indemnity, and Hold Harmless Agreement.

 Signature of Applicant (President/Director of organization or his/her designee)

 Date