



**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

**2010-2011 SWIM CENTER POOL PERMIT**

**Type of Organization**

**Birthday Party Permit Request**

Name

Contact

Address

City/State/Zip

Telephone Day  Evening

E-Mail

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

Intended Use

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.)

Number of Participants      Adults \_\_\_\_\_ Children \_\_\_\_\_

Number of Santa Monica (Resident) Participants      Adults \_\_\_\_\_ Children \_\_\_\_\_

**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 know 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 Hold Harmless Agreement.**

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