



Bowview Outdoor Pool
1910 6th Ave NW Calgary, AB
T2N 0W3
(403) 221-3571



Pool Rental Agreement – Bowview Outdoor Pool

Agreement

When you make an outdoor pool rental booking, these Terms and Conditions of Rental and Cancellation apply, and these terms are an agreement between you, the person named in the booking request, and the operator of the pool ("**we**", "**us**" or "**Operator**"). In these Terms, the person named in the booking confirmation is referred to as the "**Renter**" or "**you**".

Section A: Booking and Charges

A: 1. Purpose, Time, Rental Space

You may submit a request for a pool rental and the Operator may, in its sole discretion and subject to availability and the intended purposes, accept such request for a pool rental. Once approved by the Operator, you and your guests and invitees will have a non-exclusive, non-transferable license to enter upon and use the designated pool for the purposes, the specified time-period, and the approved number of people, in the booking confirmation. The Operator reserves the right to refuse a booking in accordance with its rental policies.

A: 2. Fees and Charges

Bowview accepts online credit card payments. Cheque and Debit/Credit payments may be made in the Bowview office by appointment only. Total fees shall consist of a security deposit, rental charges, system admin fee, and may include Early Entry or Late Charges. Bowview will not accept Cash for security deposits or rental fee payments.

In consideration for the provision of the pool rental, you as the Renter agree to pay to the Operator the fees set out in the rental fee schedule or booking confirmation.

A: 3. (a). Security Deposit

The security deposit shall be payable at the time of the booking and no booking shall be confirmed until such deposit is paid. The security deposit will be held by Bowview until the event is over, after which it will be refunded in whole or in part, within 30 days of the conclusion of final rental date subject to the following exclusions:

- i. Where rent is not paid by the Renter as required by this agreement the security deposit will be retained in its entirety as an administration fee.
- ii. Where the Renter reschedules the event **less than 7 business days** prior to the scheduled event Bowview will retain the security deposit in its entirety.
- iii. Where damage has been done to the facility or the adjacent Bowview property
- iv. Where an Early Entry Charge has been applied subject to Section A: 3. (c)
- v. Where a Late Charge has been applied subject to Section A: 3. (d)

A: 3. (b). Rent

Rentals must be booked online and paid in full at the time of booking. Until paid, the slot will be available to others to book.

A: 3. (c) Early Entry Charge

An additional \$25 fee shall be charged to the Renter for each 15 minutes that the Renter is in the Facility prior to the agreed upon rental time. Unless agreed through written notice by management. Such additional fee may be deducted from the Security deposit.



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A: 3. (d). Late Charge

In the event that the Facility is not cleaned and vacated at the contracted time an additional \$50 fee shall be charged to the renter for each 15 minutes that the renter is in the facility. Such additional fee may be deducted from the Security deposit.

A: 3. (e). Administrative Fee

- i. An administrative fee of \$10.00 will be deducted from the security deposit for:
- ii. The second rescheduling or amendment of a rental and each subsequent rescheduling or amendment of a rental.
- iii. Cancelling a rental after rescheduling or amending the rental.
- iv. Rescheduling or amending a rental includes; changing the rental date(s), changing the rental venue(s), removing rental venue(s), reducing rental time, or removing resources from the rental.

A: 4. Cancellation

A: 4. (a). By The Renter

- i. Minimum Notice: To request a change of rental date or time, you must contact Bowview Management by email at **least 7 business days** prior to the booked rental. Such requests are subject to availability. One rental date/time transfer request will be allowed per booking.
- ii. If the rental is cancelled by the Renter, no refund will be given.
- iii. No refunds will be given to no shows for any reason.
- iv. As a renter you may not assign, transfer, or sublet your booking to someone else.

A: 4. (b) By Bowview

Rentals will run during inclement weather (i.e. rain, cool weather)

- i. Unsafe Weather (thunder and lightning, poor air quality; smoke): Bowview cancels the event due to unsafe weather as determined by Bowview staff following COSPA's Weather Policy. In the event of unsafe weather, the renter may choose to move to another rental date. In the event that an alternate date cannot be accommodated, renters will receive a refund of their total rental fee.
- ii. As Calgary, weather changes quickly, unsafe weather cancellations will be made 10 minutes before the start of the booked time.
- iii. Space Availability: Where Bowview cancels the event due to the rented area being no longer available as a result of mechanical or safety reasons or Force Majeure; the Security Deposit and Rental Fee will be refunded.

Section B: General Conditions

B: 1. Rental Times

The Renter is to observe the starting and finishing times in consideration for other rental groups and the Bowview Outdoor Pool Staff. If the Renter shows up earlier than the contracted time, the Renter may not be given access to the facility until the contracted time, and where such access is provided will be subject to additional charges per Section A: 3 (c). Where the Renter stays later than the contracted time an additional fee will be taken from the Renter's Security Deposit per Section A: 3 (d).

Private rental rates **DO NOT** include admission to public swim. If rental guests want to stay after, or arrive early, the drop-in public swim fee must be paid. Upon arrival, rental guests must wait outside the front doors. Access to the facility begins at the start time of the rental. All patrons attending the rental must be out of the water and off the pool deck promptly at the end of the booked time. Lifeguard staff will give a 15- and 5-minute notice to the rental end to facilitate your departure.



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B: 2. Rental Capacity

The maximum number of people allowed in the pool area (swimming or not) must not exceed the maximum number indicated at the time of booking. If you wish to increase the number of people in attendance after you have booked the rental, you must contact the pool directly at **least 7 business days prior** to the rental date so appropriate staffing can be arranged. Additional fees will apply if the group size requires additional staff. The increase in attendees may be refused if the request cannot be accommodated by the Operator.

B: 3. Objectionable Conduct

Objectionable conduct is defined as any behaviour that contravenes the HSCA/Bowview Code of Conduct and is not allowed at any time in the pool facility. Renters must adhere to HSCA/Bowview's Code of Conduct (Attached as Appendix B) and posted in our facility. The Code summarizes HSCA/Bowview's policy of zero tolerance for harassment, abuse, violence, discrimination, nudity, indecency, and any other behavior deemed inappropriate by Bowview. Violation will result in expulsion of the offending party and immediate cancellation of the rental.

B: 4. Smoking Policy

In compliance with the City of Calgary Smoking By-law no smoking (including electronic cigarettes or vaping devices) is allowed inside the Bowview Outdoor Pool building and premises or within 5 meters from any doorway, window, or air intake. No illegal drugs are allowed whatsoever on Bowview premises including the parking lot.

B: 5. Consumption of Alcohol, Cannabis, and Illegal Drugs Prohibited

Consumption of alcohol, cannabis, and illegal drugs are prohibited anywhere within the Bowview Outdoor Pool Facility premises. Any person or group in violation is subject to termination of event, cancelation of rental contract, loss of rental payment paid, and loss of security deposit.

Patrons who are suspected to be intoxicated by alcohol or drugs will result in the rental being stopped immediately and no refund will be issued. The determination of intoxication is at the sole discretion of the Bowview Outdoor Pool staff.

B: 6. Clothing

While in the pool area, patrons, guests, and invitees are required to wear swimsuit bottoms; swimwear tops are a customer's choice. The facility will apply the City of Calgary non-traditional bathing wear policy. We are committed to providing a safe welcoming environment. We want people from all ethnic and religious backgrounds to feel comfortable in and around the water.

All children under 3 years are required to wear plastic pants over their swim diapers. Reusable "Gabby's" and disposable swim diapers are available for purchase at the pools.

B: 7. Rules and Regulations

The renter agrees to abide by all rules and regulations which are in effect at Bowview Outdoor Pool and agrees to abide by all enforcements made by Bowview Staff. PFDs are available upon request from the lifeguards.

Children aged 7 and under, regardless of swimming ability, must be within arm's reach of a responsible caregiver (age 14+) at all times.

Lifeguards enforce rules and regulations and respond to aquatic emergencies, but parents are ultimately responsible for the behaviour & safety of their children.

B: 8. Damages



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The renter is responsible for any damages to equipment, property, etc. The renter agrees to pay for any and all damages inflicted upon the facility or equipment as a result of use of the facility during the rental. The security deposit will not be refunded.

B: 9. Equipment

Birthday cakes, cookies, snacks, non-alcoholic drinks, etc. are welcomed, but renters are responsible for providing their own plates, napkins, utensils, etc. No glass containers are permitted, and refrigerator space is not available.

All pool equipment, including mats, balls, and pool noodles are included in the rental. Bowview Outdoor Pool staff will determine if equipment brought by the user group is permitted for use during the rental.

No live music or DJs allowed. One speaker will be allowed but must be kept at a reasonable volume at the discretion of pool staff.

B: 10. Barbeque

A barbeque is available for use during the rental. The BBQ must be cleaned and stored after the rental. Supplies and natural gas are provided by Bowview. Bowview Outdoor Pool staff will assist with set up and providing any supplies during the rental. Please indicate on the rental agreement if this service will be included during the rental.

B: 11. Indemnity

As the Renter, you are liable to the Operator, Calgary Outdoor Swimming Pools Association (COSPA) and City of Calgary for and you hereby agree to indemnify, defend, and hold harmless the Operator, COSPA, and City of Calgary from and against any losses, including without limitation damage to property or injury to persons, caused by the Renter or any of its guests or invitees in connection with the rental of the pool, including your entrance and the entrance of your guests or invitees upon the pool premises.

B: 12. Waiver

It is a condition of the rental that the attached waiver is accepted and signed by you as the Renter.

B: 13. Personal Information

The personal information collected in the process of issuing this facility rental approval is obtained under and is necessary for operating the outdoor pool rental program or activity, subject to the privacy policy of the Operator.

By clicking I ACCEPT you agree to the terms and conditions of the Bowview Outdoor Pool Rental Agreement, understand, and agree to the rental terms and conditions above, and declare that all information provided is correct and accurate.



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Waiver of Liability

WARNING: PLEASE READ CAREFULLY. BY ASSENTING TO THIS DOCUMENT, YOU GIVE UP CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE. BY ASSENTING TO THIS WAIVER, YOU UNDERSTAND THE RISKS ASSOCIATED WITH PARTICIPATING, YOU ARE BEING EXPOSED TO THE RISKS IDENTIFIED BELOW, AND THAT YOU ACCEPT IMPORTANT LEGAL OBLIGATIONS AND WAIVE CERTAIN LEGAL RIGHTS.

In consideration of the Outdoor Pool Operator permitting use of the pool facilities by the renter named in the booking confirmation (the "**Renter**"), and allowing the Renter's guests and invitees to participate in an outdoor pool event and swimming activity (the "**Activity**"), I, the Renter, agree to and acknowledge the following:

1. **Acknowledgement of Risk:** I am fully informed and aware of and assume all risks to myself as Renter and my guests and invitees, related to participation at the pool event and swimming pool activity. Such risks include but are not limited to damage to or loss of property, bodily injuries or death. As the Renter, I am the organizer of the event, and I accept all risks of planning, organizing, holding, and participating in this event at the outdoor swimming pool.
2. **Medical Care:** I acknowledge that in the event of a life-threatening situation or emergency involving the Renter, or my guests or invitees, pool staff and lifeguards have certified training in standard first aid. In case of emergency, I authorize pool staff and lifeguards and/or trained first responders to provide any first aid treatment or administer medications that may be necessary, including if they deem it to be appropriate, the administration of CPR to the Renter or guests or invitees, and/or to contact emergency medical services.
3. **Health & Safety Conditions:** As the Renter it is my responsibility to ensure that I, and my guests and invitees, can safely participate in the event or activity, including arranging for support workers when needed. I will communicate with pool staff in advance about any special health and safety needs of participants.
4. **Participation:** Participation by me and my guests and invitees in the event or swimming pool activity is voluntary and is not mandatory and the Renter, or any of my guests or invitees, may choose not to participate in any particular part(s) of the event or activity.
5. **Policies and Rules:** As the Renter, I have read, am aware of, and agree to all applicable outdoor pool policies and rules and I am responsible for complying with, and ensuring my guests and invitees are aware of and comply with, these policies and rules. I am responsible for any additional fees, expenses, and costs resulting from the Renter's non-compliance or my guests or invitees' non-compliance with these policies or rules.
6. **Correct Information:** I confirm that all information and consents I have provided to the Operator in this form are true, correct, complete and binding upon me and the Renter, and I consent to Operator's reliance upon and use of that information.
7. **Waiver and Release:** I waive all claims against and release, on my own behalf and on behalf of the Renter's guests and invitees, the Operator, Calgary Outdoor Swimming Pools Association (COSPA) and the City of Calgary, and their respective directors, officers, employees, agents, personnel, and volunteers from all actions, claims, demands, damages, liabilities, losses, costs and expenses whatsoever arising or that may arise, directly or indirectly, whether in law or equity, from, in regard to or as a result of my participation as the Renter or the participation of my guests and invitees in the event or outdoor swimming pool activity, in whole or part. I understand that this release applies to both present and future injuries and that it binds my heirs, executors, and administrators. In no event shall the Operator, COSPA or the City of Calgary be liable for any direct, indirect, incidental, special, exemplary, or consequential damages however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise).
8. **General:** I have read and fully understand the foregoing terms and conditions and: (a) confirm that I am entering into this document freely, voluntarily and of my own accord without duress; and (b) this document binds me and my heirs and legal representatives. This release shall be governed by and interpreted in accordance with the laws of the Province of Alberta.