

**AGREEMENT TO USE TONOPAH MEMORIAL SWIMMING POOL**

The undersigned, in consideration of the rental of the Tonopah Memorial Swimming Pool and related facilities, agrees as follows:

1. The use of said pool and facilities shall be limited to the hours of 6:00 p.m. to 9:00 p.m. on the date for which the pool is rented, the rental therefore being the sum of Fifty Dollars (\$50.00).
2. The undersigned will provide supervisors and the Tonopah Memorial Swimming Pool will provide a lifeguard to assure that no damage will be done to the pool, changing rooms or other supportive facilities. If any such damage should occur the undersigned will be responsible for paying for any labor and/or material required for repair.
3. Prior to using the said pool and supportive facilities, the undersigned will post a deposit of Thirty Dollars (\$30.00) to guarantee that the pool and facilities will be cleaned after use and that all rubbish, trash and debris will be removed by the those using said facilities. The manager of the swimming pool will be the sole judge of whether the pool has been properly cleaned and the trash, rubbish or debris properly removed. **LEAVE IT LIKE YOU FOUND IT.** If the deposit check is not picked up within 30 days, it will be destroyed.
4. The undersigned agrees that all regulations of the State Division of Health, which may be posted on said premises, shall be directly followed.
5. The undersigned hereby agrees to the following safety regulations:
  - a. No jumping off fence, roof, or slide.
  - b. No bottles or other glass permitted in pool enclosure.
6. The undersigned hereby agrees to hold the County of Nye and the Town of Tonopah free and clear of any and all claims of any nature or kind whatsoever for any injuries and/or deaths incurred during the use of the premises and to indemnify the said County and Town for any expense incurred in defending any action or actions arising out of such injuries or deaths. The undersigned assumes complete responsibility for such premises during the rental of the same.
7. It is agreed by the undersigned that all use of said swimming pool shall cease at or before the hour of 9:00 p.m. on the date for which the pool is rented and that the supportive facilities, changing rooms and the entire premises will be evacuated no later than the hour of 9:00 p.m. on the date for which the premise shall be rented. It is agreed and understood by the undersigned that the undersigned shall be held to answer upon a charge of trespass in the event that the undersigned shall fail to vacate the premises by the hour of 9:00 p.m. on said date. In addition to any and all other remedies, it is further agreed by the undersigned that the deposit aforementioned shall be forfeited upon such failure to evacuate said premises by the hour of 9:00 p.m.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Rental Date: \_\_\_\_\_ Group: \_\_\_\_\_

Time: 6:00 p.m. to 9:00 p.m. Signature: \_\_\_\_\_  
Group Representative (21 or older)

Approved by: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Rental Payment Rec'd: \_\_\_\_\_ Deposit Rec'd: \_\_\_\_\_ Deposit Returned/Forfeited: \_\_\_\_\_