

**The University of Alabama  
University Recreation Aquatics  
Aquatic Facility Reservation Application**

Office Use Only
EVENT DATE: ____/____/____

Applicants requesting to reserve an aquatic facility must submit this application, applicable forms, and all applicable fees at least 10 University working days before the event. University Departments and Registered Student Organizations submit application to Zack Tolbert at [ztolbert@ua.edu](mailto:ztolbert@ua.edu). Registered Student Organizations (RSO) must be registered with the Office of Dean of Students. All requests will be reviewed and the individual responsible for coordinating the event will be contacted regarding the status of the request, as well as all pertinent instructions regarding policies and procedures that may affect the proposed event.

**[1] General Information**

Name of User / Organization: \_\_\_\_\_ Application Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Primary Individual to be **Present and Responsible**: Name \_\_\_\_\_

\*\* Photo ID required at event.

Email \_\_\_\_\_ Cell Phone \_\_\_\_\_

Secondary Individual to be **Present and Responsible**: Name \_\_\_\_\_

Email \_\_\_\_\_ Cell Phone \_\_\_\_\_

RSO Advisor to be **Present and Responsible**: Name \_\_\_\_\_

Email \_\_\_\_\_ Cell Phone \_\_\_\_\_

University Department FOPAL: \_\_\_\_\_

**[2] Event Day/Date Requested:**  Mon  Tues  Wed  Thurs  Fri  Sat  Sun \_\_\_\_/\_\_\_\_/\_\_\_\_

**Event Time:**  6:15pm – 8:15pm  8:30pm – 10:30pm  Other \_\_\_\_\_ (minimum of 2 hours between 6:15 and 10:30.)

**[3] Number of Attendees expected** (Host plus all invited guests - see maximum group size table below): \_\_\_\_\_

**[4] Indicate Affiliation:**

**UA Affiliate** (Student / Registered Student Organization / UA Department / UREC Member)

**Non-Affiliate** (Community Groups / Other Individuals)

<b>[5] Facility Selection &amp; Reservation Fees (Two-hour Reservation rates.) (Check requested facility):</b>	<b>UA Affiliate</b>	<b>Non-Affiliate</b>	<b>Max. Group Size</b>
<input type="checkbox"/> Outdoor Pool Complex (Shallow water pools)	\$400	\$600	300
<input type="checkbox"/> Aquatic Center 25Y Pool (deep water pool) (Multi-purpose Room included)	\$400	\$600	100
<input type="checkbox"/> Aquatic Center Multi-Purpose Room	\$60	\$90	Per activity
<input type="checkbox"/> Aquatic Center Competition Pool and Lap Pool	\$1100/day	\$1350/day	Per activity

**Note:** Additional costs may be added for larger groups, special needs, additional set-up/tear-down, and security as applicable. If the University requires the presence of a UA Police Department Officer, the Group may be assessed an additional charge of \$210.00/Officer.

**[6] Event Description**

1. Type of Event (Check all that apply)

Social  Academic  Organization Recruitment  Youth Camp  Fundraiser

Other \_\_\_\_\_

2. Brief Description of proposed activity: \_\_\_\_\_

**[7] Insurance (if required) Received:** \_\_\_\_\_. A copy of a declaration in compliance with Paragraph 5 of the General Terms and Conditions must be furnished by any non-UA User and any approved outsider caterer / vendor.

In addition to the foregoing, the Event is subject to the following General Terms and Conditions related to permissive use of the facility:

### **General Terms and Conditions of Reservation**

**1. Use of Premises.** The Board of Trustees of the University of Alabama, by and through the University of Alabama and its University Recreation Division (collectively "UREC") hereby grants and gives its consent and permission for User<sup>1</sup> to use and occupy the described Facility, for the described Event, at the specifically described Date(s) and Time(s). UREC's consent and permission is given subject to and dependent upon User agreeing to and complying with all terms and conditions set forth herein (hereinafter "Agreement"). User has no right to use any additional facilities of The University of Alabama ("UA") or UREC under the terms of this Agreement. Further, the Facility is limited to use by the Number of Participants Allowed at the Event, as set forth on the Reference Page. User will take good care of the Outdoor Pool Complex (hereinafter "Facility"), and return the Facility in as good a condition as when received. Permissive use is restricted to the Facility and no other. Any unauthorized access to areas, facilities, or equipment not subject to this Agreement will constitute trespass and may be subject to prosecution; at a minimum, User will incur additional charges for cleanup and damages for any such unauthorized access.

**2. Charges.** User shall pay all Charges set out on the Reference Page in full at the time that the Agreement is signed. In addition, the User shall be separately responsible for all costs of supplies and materials not furnished by UREC, required personnel & security (including athletic trainers, if required), excessive setup, cleanup, costs of insurance, costs of food, beverages, and catering, and any and all costs of damage to University property.

**3. Supplies, Materials, and Equipment.** User shall furnish all supplies, materials, and equipment required to conduct the Event, except as specifically agreed otherwise by UREC on the Reference Page or an attachment made a part hereof. User understands there will be additional charges for video or PA setup or other technical services. Requests for those services must be made in advance. If event will involve a contractual agreement to feature a live band, DJ, or inflatable amusement devices, proof of vendor's general liability insurance is required. Insurance must comply with Risk Management general terms and conditions; <http://financialaffairs.ua.edu/riskmgmt/insurance-requirements.htm>

**4. Set Up, Take-Down, and Cleaning.** UREC may provide general set-up and take-down services in connection with the Event. User shall be responsible for all specific set-up, take-down, cleaning (outside and inside the Facility), decorations, and conduct of the Event. UREC reserves the right to assert additional charges beyond those on the Reference Page at any time when the User makes unreasonable demands or leaves the Facility in a condition beyond that reasonably expected at an Event of a similar nature. User agrees to pay for all repairs, replacements, and cleaning that result from the improper use, neglect, vandalism, or abuse of the Facility, or other UA facilities or property, by User or User's associates. User is not allowed to toss seeds, rice, or confetti at the Event. Any such action will result in additional charges.

**5. Insurance.** Approved outside caterers and any User who is a commercial enterprise or non-profit organization shall provide to UREC a certificate of liability insurance from a carrier licensed in the State of Alabama and acceptable to UREC with a Best's rating of A-VII or higher, as evidence of insurance coverage for the use of the Facility and the Event. This insurance shall be primary coverage, and unless precluded by law, the insurer shall waive subrogation rights of any injured or damaged person or entity. The insurance must name The Board of Trustees of the University of Alabama, its individual trustees, directors, representatives, agents, officers, and employees, as additional insureds. Insurance shall be in the following minimum amounts (Combined Single Limit): \$1,000,000 per occurrence and \$2,000,000 annual aggregate. (Additional amounts may be required of User or an outside caterer based upon the Event, in the discretion of UREC and/or the University office of risk management).

**6. Greek Social Insurance and Security Requirements.** All Organizations recognized by The University of Alabama ("University") and its Office of Fraternity and Sorority Life must provide evidence of comprehensive general liability insurance. The insurance coverage must meet minimum standards as outlined in the Greek Social Organization Insurance Requirements administered by the Office of Risk Management and a valid Certificate of Liability Insurance shall be provided as confirmation. The requirements of insurance do not constitute an acceptance of any responsibility for, or duty to regulate, specific conduct or activities of the Organization or its members. Further, approval of insurance does not constitute an endorsement or approval of any Organization or its activities. All Organizations and members are primarily responsible for their own actions and activities. Additional information is available at <http://financialaffairs.ua.edu/riskmgmt/greek-insurance.html>

All Organizations recognized by The University of Alabama ("University") and its Office of Fraternity and Sorority Life, University Recreation and/or the Office or Risk Management may require a UA Police Officer or an approved security vendor to work the event. If more than 149 in attendance a additional police officers or security guards may be required. User will take full responsibility to manage this event in such a way as to comply fully with facility guidelines, and policies and procedures contained in "The Student Handbook".

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<sup>1</sup> "User" refers to the entity or individual identified on the Reference Page of this Agreement and, for purposes of this Agreement, includes that entity and any of its affiliates, subsidiaries, officers, and directors.

**7. Catering.** Food, beverages, and catering shall not be allowed unless approved by UREC in a separate writing made a part hereof. To the extent allowed, User shall be responsible for paying all costs of food, beverages, and catering, which includes, but is not limited to, costs associated with preparation and clean-up. All preparation and service of food and drinks that are not prepackaged must be by a caterer who is licensed and insured in compliance with UA's catering licensing program (see <http://financialaffairs.ua.edu/riskmgmt/catering.htm>). User shall be responsible for making all necessary arrangements with the caterer, and paying all expenses and charges of the caterer. Neither User nor any caterer has a right to operate concessions for food, beverages, or officially licensed University merchandise; all such rights are reserved to UREC. In addition to the other indemnification obligations set forth in this Agreement, User will indemnify UREC for any claims, losses, or demands made by a caterer against UREC arising from or relating to the Event.

**Note:** Fifteen minutes prior to reservation start time is allotted for your event set-up. General set-up includes picnic tables and two 6 ft. rectangle tables for food and beverages. Tear-down/clean-up must be completed within the reserved time.

**8. No Tobacco.** The Facility is a tobacco-free facility. User shall be assessed additional costs for violation of this provision by any User associate.

**9. Alcohol.** Alcohol is not allowed in UREC facilities. No alcohol will be allowed by User at the Event or on UREC premises, absent special, written permission of UREC.

**10. No Obstruction of Signage.** User shall not hang signs, banners, or posters in front of or otherwise obscure any existing signage, commercial or otherwise, that exists at the Facility, nor permit others to do the same, except with prior, written consent of UREC. No signage may be attached in any way so as to damage walls or premises.

**11. AS-IS / Condition of Facility.** UREC makes no warranties or representations regarding the Facility, nor any representations or warranties that the Facility is well suited or fit for a particular purpose or Event. The Facility is provided in an **AS IS** condition. User has examined the Facility and accepts the same in the physical condition in which it now exists.

**12. Licenses, Taxes, Laws, Rules, Regulations, Policies, and Procedures.** User shall comply with all laws, orders, rules, fire codes, and regulations of federal, state, city, county, and municipal authorities, including, without limitation, rules and policies of UA, UREC, and their officials. User will comply with all policies and procedures instituted by UREC. User agrees to comply with any applicable laws regarding equal access and nondiscrimination, including the Americans with Disabilities Act and Title IX. User further agrees to ensure User and all of User's associates fully understand and comply with the University of Alabama's Child Protection Policy (<http://policies.ua.edu/childprotection.html>) and Alabama's child abuse reporting statutes (ALA. CODE § 26-14-1 *et seq.*), including reporting any suspected child abuse to UREC and the appropriate authorities, which includes, but is not limited to, UAPD. User shall be responsible for acquiring all licenses required to undertake the Event, and shall be responsible for paying any and all taxes or government charges related to the Event. In addition to the other indemnification obligations set forth in this Agreement, User will indemnify UREC for any fines, penalties, sanctions, violations, claims, losses, or demands associated with User or User associate's failure to comply with this provision.

**13. No Assignment and Subletting.** This Agreement is specific to User and is not assignable nor shall the Facility or any part hereof be sublet or used for any purpose without express written consent of UREC.

**14. Inclement Weather.** University Recreation subscribes to a web-based real-time severe weather detection system. The Outdoor Pool Complex area and SRC Indoor Pool & Patio area will be closed for 30 minutes each time lightning is detected within a six mile radius of the facility.

**15. Cancellations.** Rescheduling or cancellations may only be requested for severe weather or special circumstances, on a case-by-case basis. All requests must be sent via email and be approved by a member of the Professional staff team or designee; email request to [ztolbert@ua.edu](mailto:ztolbert@ua.edu).

University Recreation reserves the right to determine the use ability of its facilities. University Recreation may cancel the event due to severe weather or unforeseen circumstances beyond our control. University Recreation does not guarantee alternate facilities, or rain dates, in the event of inclement/severe weather or circumstances beyond our control.

- If the event is cancelled by University Recreation we will make a reasonable effort to reschedule. Rescheduling and refunds will not be granted to User's that fail to show for a reserved event.
- On the day of the event, if severe weather is imminent, the User has the following options:
  - 1) The User may, no less than 2 hours prior to the event start time, request to reschedule the event.
    - Before 4:15PM, Monday-Friday: call 205-348-5244
    - After 4:15PM, Monday-Friday and weekends: call 205-348-7665 (RSOs and UA Departments call 205-394-2172).
  - 2) The User may hold the event. If severe weather develops during the event, no rescheduling or refunds may be given.

**16. General Health & Safety.** Swimming is an inherently dangerous activity; therefore, your adherence to all facility safety rules is necessary in order to minimize the risks involved in this activity. The following health and safety guidelines are for all parties that enter and use University Recreation Facilities.

- o Use of University Recreation facilities is a privilege. Individuals, who do not cooperate with established rules and policies, using abusive language or act inappropriately toward a University employee or guest may be asked to leave and may have their privilege of future use of the facility suspended or revoked.
- o Safe and courteous behavior is expected at all times. Any conduct determined by staff to jeopardize the health and safety for yourself and/or that of guests' is prohibited. University Staff has the authority to ask a guest to leave the facility if that guest fails to comply with the rules. If there are multiple violations, the event may be suspended or concluded prior to the scheduled ending time, with no eligibility for rescheduling or refund.
- o University Recreation staff may monitor and limit the number of guests in the facility to the maximum requested and or to the facility's maximum capacity. User may be billed for additional guests.

**17. Personnel.** University Recreation (UREC) will provide Aquatic staff and lifeguards. User is responsible for providing all supervision, security, and crowd control personnel who are necessary to protect the Facility and other UA property from any damage or acts of vandalism committed by User or User's employees, contractors, representatives, vendors, caterers, volunteers, Event participants, invitees, guests, and other individuals associated with User or the Event (collectively "User's associates"). User is responsible for ensuring User's associates comply at all times with the terms of this Agreement, including, but not limited to, compliance with all relevant UA and UREC policies and procedures. User is also responsible for providing an appropriate number of properly trained personnel to supervise and ensure the safety of User's associates during the Event. UREC may require the User to obtain and furnish, at User's expense, the presence of off-duty University of Alabama Police Department (UAPD) officers or other security, depending on the type and hours of the Event, for the protection of UA property.

**18. Releases from Participants.** User agrees to obtain from each User associate that uses the Facility or otherwise participates in the Event a release of liability and consent to participate, which will also release, indemnify, and hold harmless The Board of Trustees of the University of Alabama, its affiliated foundations, and each of their respective trustees, directors, officers, employees, and agents. Such release shall be signed by a parent or guardian for all participants under the age of 19. User agrees to provide a copy of such releases to UREC prior to the event. User accepts all liability and costs that may arise from failing to obtain a properly signed release from a User associate prior to the event. This document is not intended and shall not constitute legal advice to the User. The University does not warrant or represent that such document, if signed, would provide legal protections to User. User should obtain legal advice, if so desired, from its own counsel.

**19. No Animals.** No animals are permitted in the Facility, with the exception of service animals.

**20. Parking Regulations.** User shall become aware of, and comply with, all University parking regulations and rules. User and User's associates shall be subject to those rules and regulations. No dedicated or reserved parking spaces are available. Unless specifically written otherwise above, User is not gaining limited or exclusive access to any parking lots or facilities.

**21. Force Majeure.** If the Facility is rendered unusable for the Event by reason of Force Majeure, UREC and the User shall be released from their obligations hereunder. UREC shall not be responsible for any damages to User, but User shall be entitled to a refund of amounts paid and not used. Force majeure shall mean fire, earthquake, hurricane, tornado, flood, act of God, war, or other cause beyond the control of UREC.

**22. Indemnification and Liability.** User shall indemnify, hold harmless and defend The Board of Trustees of the University of Alabama, its affiliated foundations, and each of their respective trustees, directors, officers, employees, and agents, from and against any and all loss, damage, or liability resulting from demands, claims, suits, or actions of any character presented or brought for any injuries, including death, to persons or for damages to property caused by or arising out of any negligent (including strict liability), wanton, reckless, or intentional act or omission of User or User's associates, including, but not limited to, acts of child or sexual abuse, or which otherwise arises out of, relates to, or is attributable to, User's use of the Facility and conduct of the Event. This indemnity shall apply whether the same is caused by or arises out of the joint, concurrent, or contributory negligence of any person or entity. Further, User's indemnification obligations as provided for under this Agreement exists even if coverage for these items and/or the conduct from which they arise is excluded under any of User's policies of insurance or reinsurance or if coverage under these policies has been exhausted. The foregoing indemnity shall include, but not be limited to, court costs, attorney's fees, costs of investigation, costs of defense, settlements, and judgments associated with such demands, claims, suits or actions.

In addition to User's indemnity obligations set forth above, User shall be solely liable for the costs of repair or replacement of any damage to UA or UREC property arising out of its use of the Facility or the Event. This shall apply to any negligent (including strict liability), wanton, or intentional act or omission of User or User's associates. UA shall calculate the cost of repairing said damage, including labor charges, which may include overtime, and present an invoice for said charges to the User. User shall pay said costs within seven (7) days after presentation of the invoice.

**23. User Acknowledgment.** By signing below, User agrees to the terms of this Agreement, including the "Healthy Swimming Packet," which is fully incorporated herein by reference. **User also acknowledges that he/she has read and understands this entire document and its effect on User's rights. User acknowledges that he/she has had an opportunity to seek legal review of the terms and conditions set forth herein. Further, relying wholly upon his/her judgment, belief, and knowledge about the risks associated with the event, which include significant liability exposure, and the effect of this document, user voluntarily agrees to execute this document. User acknowledges that no oral representations, statements, or inducements have been made to user separate and apart from the terms of this document. User further understands the UREC may, from time to time, modify its policies and User agrees to abide by any such changes. User voluntarily signs this Agreement of his/her own free will fully intending and having the authority to legally bind User, him/herself, his/her heirs, successors, and/or assigns to its terms.**

Any misrepresentation as to the nature of the event, the number of attendees expected, contact information or any other falsification of application may result in the immediate cancellation of the event and forfeiture of fees paid.

**Applicant Signature:** \_\_\_\_\_ **Date:** \_\_\_/\_\_\_/\_\_\_

**RSO Advisor Signature:** \_\_\_\_\_ **Date:** \_\_\_/\_\_\_/\_\_\_

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**OFFICE USE ONLY**

Date Paid / DTA Received \_\_\_/\_\_\_/\_\_\_ Amount Paid \$ \_\_\_\_\_ Receipt Order # \_\_\_\_\_

Cash  Check # \_\_\_\_\_  Debit  Visa  MasterCard  Discover  American Express  Departmental Transfer

Reservation accepted and scheduled in FUSION by (PRINT STAFF NAME): \_\_\_\_\_

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**AQUATIC CENTER STAFF ONLY**

Cancellation Request (IF APPLICABLE):

Date Cancelled \_\_\_/\_\_\_/\_\_\_ Time Cancelled \_\_\_\_\_ AM/PM By: \_\_\_\_\_

Reason for Reservation Cancellation: \_\_\_\_\_

Approved by:  Zack Tolbert  Ryan Sanders  Other \_\_\_\_\_

Refund Amount (If applicable) \$ \_\_\_\_\_ Reschedule Date (If applicable) \_\_\_/\_\_\_/\_\_\_