

STRAWBERRY HILL RECREATION ASSOCIATION, INC. (“SHRA”)
POOL RENTAL AGREEMENT

(Rental of the Clubhouse is separate – Clubhouse Rental Agreement required)

Rental Availability: Generally, the Pool may be rented for private parties on Mondays through Thursday. Rental of the pool is first-come, first-served, subject to SHRA functions and holidays, and ultimately the sole discretion of the SHRA Board of Trustees. Any conflicts concerning rental requests shall be resolved by, and subject to the sole discretion of, the SHRA Board of Trustees.

In consideration of being permitted to rent the SHRA Pool for private use, the undersigned resident and member of SHRA (“SHRA member”) hereby agrees to all of the following terms and conditions:

1. SHRA member shall submit a non-refundable fee of Thirty Dollars (\$30.00), in addition to this signed rental agreement, at least ___ days in advance of requested rental date. Make check payable to Strawberry Hill Recreation Association or SHRA. Additionally, if there will be guests under the age of 21 in attendance at the rental event, the SHRA member is responsible for hiring, at SHRA member’s expense, a certified lifeguard during all hours of the pool rental event. A “Pool Party Request Form” intended for use in hiring a certified lifeguard shall be submitted to the SHRA Board rental agent at least 1 week prior to the event.
2. SHRA member shall submit a security deposit of One Hundred Dollars (\$100.00) at least ___ days in advance of requested rental date. Make check payable to Strawberry Hill Recreation Association or SHRA. The security deposit will be refunded in full if, after inspection by an SHRA Board member, all of the Pool facilities and surrounding premises are in the same condition as prior to the rental. Costs incurred by SHRA for clean-up, repair, replacement or damages expenses of any type shall be deducted from the security deposit. SHRA member liability for such costs is not limited to the amount of the security deposit.
3. Upon confirmation of the availability of the requested rental date and receipt of the security deposit, signed rental agreement, and confirmation of lifeguard arrangements, if applicable, the SHRA member will receive a key to the Pool if the rental time exceeds normal operating hours. The key must be returned to the SHRA Board rental agent by end of the next day following the event. SHRA member shall be responsible for damages that occur to the Pool and surrounding premises during the entire period the SHRA member retains possession of the Pool key.
4. SHRA member will comply with, and will ensure that all guests of the SHRA member in attendance at the Clubhouse will comply with, all of the “**General Rules For Use of the Clubhouse and Pool,**” attached hereto and incorporated by reference.
5. Although noted in the attached Rules, SHRA member hereby expressly acknowledges that **NO ACOHOLIC BEVERAGES MAY BE PROVIDED TO ANYONE UNDER THE AGE OF 21.**
6. SHRA member shall clean the Pool and surrounding premises immediately following the rental event, using the “Pool Checklist,” (attached hereto and incorporated by reference) as a non-exhaustive guide to ensure return of the Pool and surrounding premises in the appropriate condition.
7. Indemnification and Hold Harmless. SHRA member agrees to reimburse, indemnify and hold harmless SHRA Board of Trustees, its members and agents, again any and all claims, actions, suits, procedures, costs, expenses (including attorneys’ fees), damages (including but not limited to clean-up and repair costs) and liabilities arising in any way in connection with SHRA’s member’s rental of the Pool and its use by SHRA member and/or such member’s guests.
8. Assumption of Risks. SHRA member acknowledges that use of the Pool facilities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks range from minor injuries such as scratches and bruises to major injuries such as fractures and concussions and even catastrophic injuries including paralysis and death. SHRA member knowingly assumes all risks of injury associated with the use of the Pool and hereby releases SHRA Board of Trustees, its members and agents, from any liability in connection with such injuries.
9. Severability. SHRA member expressly agrees that this Rental Agreement, and in particular the Assumption of Risks and Indemnification and Hold Harmless provisions are intended to be as broad and inclusive as permitted by the law of the State of Ohio and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND AND AGREE TO ITS TERMS:

(SHRA member signature)

Date