# TILDEN WOODS RECREATION ASSOCIATION PARTY LICENSE AGREEMENT MUST BE SUBMITTED AT LEAST ONE WEEK BEFORE EVENT

How many guests are TWRA members? _		Non-Members?
Total Hours:	(time to include set	-up through clean-up)
Number of Adults:	Number of	Children:
Event Date:		
rmation:		
ress:		
		none:
<u>iformation</u>		
ate		
	Information Name:	Name: Evening Phe: Evening Phe: ress:

#### **Rental Fee & Payment Information**

Rental Fees are due at the time of booking.

- \$100 up to 20 people
- \$200 21- 40 people
- \$250 41 and up

Please make checks payable to TWRA and mail or drop-off your fee and this form to Mary Bittle Koenick, 11203 Farmland Drive, Rockville, Maryland 20852 or leave a check and completed form in a clearly marked envelope at the pool front desk.

- The fees for parties include additional lifeguards.
- Guest fees will not be charged for parties.
- Fees include use of grounds and all facilities and as many guests as you invite.
- It is the member's responsibility to make sure only invited guests attend your party.
- Non-members who are not invited guests must be asked to leave the premise.

#### **Rental Requirements**

- Only members may book and host a party; members may not book a party for a non-member.
- Please keep food and drinks on the grassy area and/or near the picnic area.
- No glass is allowed on or near the pool deck.
- Attached "Waiver and Hold Harmless Agreement" must be signed by all nonmembers attending party.
- Attached form with names of attendees must be submitted to lifeguard on duty before party begins.
- Each person will be checked-in upon arrival.
- Member is responsible for leaving the entire facility in a clean condition and must place all trash (including all decorations, balloons, paper goods and food) in the dumpster (not trash receptacles). Lifeguards are not responsible for cleaning up after parties.

Email <u>parties@tildenwoodspool.org</u> to check for date availability.

It is the member's responsibility to make sure all guests comply by the following rules (our insurance company and lawyers make us say all of this!):

- Member and Guest will park only in marked parking spots; use of Tilden Woods Park for parking may result in a
  ticket. If guests park on the street, it is the member's responsibility to make sure no cars are blocking neighbor's
  driveways or blocking the entrance to the pool.
- No unseemly or disturbing noise or any illegal or immoral conduct to obstruct or interfere with the rights, comforts or convenience of other occupants of the pool or neighbors. DJs are not permitted and member and his/her guests must abide by Montgomery County Noise Ordinance.
- All guests must abide by all pool rules.
- Use of tobacco products is prohibited and no illegal drugs shall be brought into, or consumed within the pool grounds.
- Minors must be supervised at all times by a responsible adult, in the pool, at the picnic area, on the volleyball court and at the playground.
- If the swimming pool is closed during any portion of the party, you may be entitled to a refund of a portion of the Fee. If the member cancels with less than 24 hours notice fees will not be refunded.
- Steps, walkways, pool decks, etc. can be slippery when wet. Member agrees to use extreme caution and to so advise its family and guests.
- No glass, china, bottles or anything breakable may be brought into, or used within, the pool area at any time.
- TWRA shall not be liable for any injury, damage or loss to person or property caused by member, or member's family, agents, guests, or invitees or other persons, or caused by theft, vandalism or other causes, unless the same is exclusively due to the omission, fault, negligence, or other misconduct of TWRA. Member agrees to indemnify TWRA and save it harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, personal injury and/or damage to property during the Term arising from, or out of, any occurrence in, upon or at the TWRA property or the use by member of TWRA or occasioned wholly or in part by any act or omission of the member, its agents, family, guests or invitees. Furthermore, member agrees to pay TWRA for all damages to the Amenity caused by misuse, waste or neglect by the member, its family, agents, guests or invitees.
- Lifeguards from the pool management company, who hold current life saving/water safety certificates, standard first aid certificates, and cardiopulmonary resuscitation certificates, will be in attendance at the swimming pool. The lifeguards are responsible for the enforcement of all pool rules and regulations, and are authorized to close the swimming pool at ay time and to require any person(s) to leave the swimming pool.

MEMBER SIG	GNATURE:		
FOR OFFICE	USE ONLY:		
\$	Fee Received (date	)	

### **TWRA Party Attendee List**

### MUST BE SUBMITTED TO THE LIFEGUARDS BEFORE PARTY BEGINS.

(print multiple pages if party is larger than 20 people)

	Name	TWRA Member (Yes or No)	Check-in/Signature
1		(163 01 110)	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT for Tilden Woods Recreation Association

- 1. For the consideration of being able to utilize the facilities of Tilden Woods Recreation Association (TWRA), including but not limited to, the pool, playground equipment and volleyball area, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, TWRA and the Board of Directors, its officers, agents, staff, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, illness due to pandemic, or injury, including death, that may be sustained by me, or to any property belonging to me. WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in the use of any facilities of TWRA, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.
- 2. To the best of my knowledge, I can fully participate in any activity utilizing the facilities of TWRA. I am fully aware of the risks and hazards connected with the activity, COVID-19, but not limited to the risks noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property own by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OR RELEASEES or otherwise.
- 3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF THE RELEASEES or otherwise.
- 4. It is my express intent that this Release and Hold Harmless Agreement shall bind members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Maryland.
- 5. I UNDERSTAND THAT TWRA WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH ANY INJURY I MAY SUSTAIN.
- 6. I agree and understand that at any time, for any reason or for no reasons whatsoever and TWRA may terminate permission to utilize its facilities.
- 7. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read, understand and agree to the foregoing Waiver of Liability and Hold Harmless Agreement, and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements apart from the foregoing written agreement, have been made.

Participant Signature	Name Printed	Date
Parent/Guardian Signature if a minor	Name Printed	 