



MATANUSKA-SUSITNA BOROUGH
 COMMUNITY DEVELOPMENT
 RECREATIONAL SERVICES
 350 E Dahlia Avenue, Palmer, AK 99645-6488
 (907) 861-8578 FAX (907) 861-8635

**FACILITY USE PERMIT
 (SHORT TERM)**

PALMER POOL [] WASILLA POOL []
 861-7671 861-7681

This permit agreement, dated this _____ day of _____, 20__, entered into between MATANUSKA-SUSITNA BOROUGH RECREATIONAL SERVICES DIVISION hereby referred to as BOROUGH and:

Name: _____
 Address: _____
 City,State,ZIP: _____
 Contact Telephone Number(s): _____

hereby referred to as PERMITTEE, covers the use of the Palmer or Wasilla Pool, as specified above (hereinafter referred to as "Pool") by the PERMITTEE. The parties mutually agree as follows:

- The term of this permit agreement is for the following:

DATES	TIME		DAY OF THE WEEK						
	FROM	TO	S	M	T	W	T	F	S

Bleacher Time: _____

Amount Due:	Amount Paid	Paid by Check #:	Cash:	Staff:
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Estimated Attendance: _____
 Description of Activity: _____
 List Equipment Needed: _____

REGULATIONS GOVERNING THIS REQUEST

____ 1. PERMITTEE hereby guarantees and assumes full and exclusive responsibility for all damages or losses to property, fixtures, and equipment belonging to BOROUGH if caused by PERMITTEE or its respective students, members, staff, agents, or guests participating in, or observing events during the periods utilized by PERMITTEE pursuant to the terms of this permit agreement. Any and all repairs will be done by a properly licensed, bonded, and insured contractor approved by the BOROUGH. The PERMITTEE shall be responsible for any and all costs associated with the repairs to the facility and replacement of equipment.

____ 2. PERMITTEE is responsible for providing supervision at a ratio of 6-to-1 for all children under the age of nine (9) in the pool. Supervisors must be at least 13 years of age and be in the water with the children.

3. PERMITTEE hereby guarantees and assumes full and exclusive responsibility for the safety of the persons and property of all participants and events including, without limitation, players, participants, staff, officials, agents or lessee, spectators, and members of the public in attendance at either events contemplated hereby, or actually conducted by the PERMITTEE.

4. PERMITTEE will comply with all reasonable rules and regulations established by the BOROUGH. The BOROUGH reserves the right to eject any person from the facility for any reasonable reason in the sole and absolute discretion of the BOROUGH'S supervisor in charge.

5. The BOROUGH shall have the right upon reasonable notice to PERMITTEE, to pre-exempt use of the borough pool.

6. PERMITTEE has the responsibility to inspect the borough pool before each activity, or other use of the borough pool. Any defects should be immediately brought to the attention of appropriate borough pool personnel.

7. The PERMITTEE shall indemnify, defend, and hold and save the borough, its elected and appointed officers, agents, and employees harmless from any and all claims, demands, suits, or liability of any nature, kind, or character, including costs, expenses, and attorney's fees. The PERMITTEE shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions, or other laws, rules or regulations, contractual claims, or any other kind of loss, tangible or intangible, sustained by any person, or property arising from PERMITTEE'S or PERMITTEE'S officers, agents, employees, partners, attorneys, suppliers, and subcontractors' performance or failure to perform this agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the borough or its agents, which are said to have contributed to the losses, failure, violations, or damage. However, the PERMITTEE shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the borough, its agents, or employees.

8. PERMITTEE must identify and designate the official representative(s) for its organization. Such person(s) shall be the only person(s) authorized to reserve or cancel borough pool use for you. Borough pool use cancellations will be honored up to fourteen (14) calendar days prior to scheduled date and time. If borough pool is cancelled with less than fourteen (14) calendar days notice, the PERMITTEE will remain responsible for the payment of user fees for the scheduled time(s).

9. BOROUGH is not responsible for any lost, stolen, or misplaced personal items or equipment of the PERMITTEE including but not limited to, items left in the locker rooms, pool, or pool foyer.

10. PERMITTEE is responsible for compliance with Americans with Disabilities Act, as it relates to the event, performance, and services to be provided in relation to the event for individuals with disabilities.

11. PERMITTEE shall not deny participation in, or admission to any event of the PERMITTEE nor membership in PERMITTEE'S group(s), because of race, creed, color, national origin, sex, or religion.

I (we) further state that I (we) have authority to act in behalf of the above-named organization. A copy of the FACILITY USE PERMIT shall be given to the PERMITTEE after it is approved and after any time changes are made.

Dated: _____

Dated: _____

ORGANIZATION NAME (if applicable)

MATANUSKA-SUSITNA BOROUGH

PERMITTEE SIGNATURE

POOL MANAGER

PRINTED NAME