

Program Waiver

IMPORTANT – LIABILITY WAIVER AGREEMENT

I/We, the parents/legal guardian(s), of the above named registrant and in consideration for the participation of the registrant in any and all of the activities involved in, Avon Lake recreation programs including, but not limited to participating in activities, playing games, practicing sports and activities, transportation to and from Avon Lake sanctioned activities, which activities we know and understand to involve inherent risks of personal injury, I/We hereby release, absolve, indemnify and hold harmless the City of Avon Lake and its administrators, the Avon Lake School Board, team sponsors, team coaches and their assistants, and referees, and any other persons or entities involved with the administration of league activities from any and all liability for personal injuries, damages, or losses which we or the registrant may sustain in the above referenced activities. I authorize the City of Avon Lake to take and use without payment, photographs/video of me and/or my child during recreation programs/activities as needed for public relations and marketing purposes.

Cancellation Policy:

Full refunds will be granted if a class or program is canceled due to insufficient registration or registration limits are reached by the City of Avon Lake Parks and Recreation Department. 100% refunds will be issued if the registrant cancels their registration two or more weeks before a class or program. 50% refunds will be issued if the registration is canceled two weeks or less before the start of a class or program. Refunds are not offered to registrants after the start of a class or program without written documentation of extenuating circumstances.

Privacy Policy:

Credit card information is not retained by using this system.

Pavilion Waiver - IMPORTANT - LIABILITY WAIVER AGREEMENT

Facility Rental Terms and Conditions

The name listed on the Rental agreement shall herein be considered the 'Renter'

1. Renter will ensure compliance with the City Codified Ordinances relating to occupancy, park rules, fire, and safety regulations, as well as all local, state, and federal laws governing the use of the facility and group behavior.
2. Renter must be present for the duration of the rental period, and is responsible for supervision of all guests during use of City of Avon Lake's rental facility.
3. Renter is responsible for any willful and/or accidental damage caused by the rental group during the use of the City of Avon Lake's facility, grounds, and/or equipment and shall be responsible for the prompt reimbursement to the City of Avon Lake for the amount of any damage to the aforesaid property.
4. There is no prorated refund if the rental group does not use the facility for the full rental time as detailed on this receipt.
5. Rental activities are to take place between the hours of 8 a.m. and 11 p.m. unless prior written consent is given by the City of Avon Lake Parks and Recreation Department and is noted on this document.
6. Rental groups are not permitted access to the facility before or after the time indicated on this document. Set-up and clean-up time must be included in rental time.
7. Controlled substances and alcoholic beverages are not permitted in City of Avon Lake's parks, rental facilities, and/or outdoor public areas.
8. Decorations are permitted so long as they are not applied using tape, nails, tacks, staples, or any other damaging items to the ceilings, floor, pillars, tables, benches and/or any other park structure, equipment and/or property.
9. No candles, incense, and other kinds of open flames are permitted inside rental facility. Open flames will be restricted to outdoor grills.
10. Renter is responsible for clean-up of the facility - the facility must be left in the condition in which it was found. Clean-up includes removing all food, food debris, decorations, picking up the garbage and placing it in or near trash receptacles.
11. All personal items and equipment brought to the facility by the rental group must be removed following the rental. The City of Avon Lake is not responsible for lost, stolen, misplaced and/or broken personal items or equipment.
12. Renter must be at least twenty one (21) years of age.
13. Gambling and games of chance are prohibited.
14. Approval by the Parks and Recreation Department is required if an event will involve admission fees or fundraising.
15. Failure to abide by these terms and conditions may result in the revocation of this rental.

Payment & Cancellation Policy

Payment in full is required at the time of rental. Requests for cancellation of a Facility Use Agreement must be received in writing. 100% refunds will only be issued for cancellations made two or more weeks in advance of the rental date. No refunds will be made for cancellations less than two weeks before the date of rental.

Hold Harmless Agreement

The Facility Use Agreement holder agrees to indemnify and hold harmless the City of Avon Lake and its agents and employees against all claims, damages, losses, and expenses, including but not limited to attorney fees, sustained by any person or persons and arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss, or expense is not solely attributable to or caused by the negligent act or omission of the City of Avon Lake, its employees, agents, or subcontractors.

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Pool Pavilion Terms and Conditions - IMPORTANT - LIABILITY WAIVER AGREEMENT

1. Renter will ensure compliance with the City Codified Ordinances relating to occupancy, park rules, fire, and safety regulations, as well as all local, state, and federal laws governing the use of the facility and group behavior.
2. Renter must be present for the duration of the rental period, and is responsible for supervision of all guests during use of City of Avon Lake's rental facility.
3. Pool rules and regulations must be followed by all members of the pavilion rental group. The renter is responsible for the behavior of his/her guests. Violations of these rules and regulations could result in termination of the reservation with no refund to the renter.
4. Renter is responsible for any willful and/or accidental damage caused by the rental group during the use of the City of Avon Lake's facility, grounds, and/or equipment and shall be responsible for the prompt reimbursement to the City of Avon Lake for the amount of any damage to the aforesaid property.
5. The pool staff reserves the right to cancel a pool pavilion reservation due to inclement weather or cool temperatures. The opportunity for a full refund will be extended for reservations cancelled by pool staff if the group does not wish to reschedule the reservation.
6. All pool pavilion reservations must be made at least two weeks before the date of the event.
7. There is no prorated refund if the rental group does not use the facility for the full rental time as detailed on this receipt.
8. Controlled substances and alcoholic beverages are not permitted in City of Avon Lake's parks, rental facilities, and/or outdoor public areas.
9. Decorations are permitted so long as they are not applied using tape, nails, tacks, staples, or any other damaging items to the ceilings, floor, pillars, tables, benches and/or any other park structure, equipment and/or property.
10. No candles, incense, and other kinds of open flames are permitted inside rental area. Open flames will be restricted to outdoor grills.
11. Renter is responsible for clean-up of the pavilion - the rental area must be left in the condition in which it was found. Clean-up includes removing all food, food debris, decorations, picking up the garbage and placing it in or near a trash receptacle.
12. All personal items and equipment brought to the facility by the rental group must be removed following the rental. The City of Avon Lake is not responsible for lost, stolen, misplaced and/or broken personal items or equipment.
13. Renter must be at least twenty one (21) years of age.
14. Failure to abide by these terms and conditions may result in the revocation of this rental.

Cancellation Policy

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Weather Policy

Following the Ellen Trivanovich Aquatic Center Weather Policy, lifeguards are responsible for clearing the pool during occurrences of thunder or lightning. For thunder, all individuals must remain out of the water for 30 minutes. In the case of lightning, all individuals must remain out of the water for 30 minutes AND clear the pool deck. If there is poor weather prior to the start of the rental period, the renter may reschedule for another available day. Please call the Avon Lake Parks and Recreation Department at 440-930-4130 during regular business hours the day of the rental if weather is questionable. If rental is scheduled on Saturday or Sunday please call the pool at 440-933-6247.