



# Party Rental Agreement

Contract Sea Sports Swim:  
12001 Barker Cypress Rd, Cypress TX  
25701 IH 45 No., The Woodlands, TX  
2004 S. Mason Rd., Katy, TX,

Shall be available for use by the public on a reservation basis subject to the conditions outlined below. The purpose of these guidelines is to establish standard procedures and safety guidelines while the customer is using the Sea Sports Swim facility.

The applicant granted the reservation agrees to read and abide by the following:

1. User agrees to indemnify and hold harmless Sea Sports Swim and Sea Sports, Inc. its agents and employees from and against any claims for damages or injury to persons or property arising out of or related or incident to any use of Sea Sports Swim and Sea Sports, Inc. and its premises, services, equipment, or facilities by the Renter's or Renter's guests or persons associated with Renter. Sea Sports Swim and Sea Sports, Inc. assumes no responsibility for any person or property placed in or about the facility.

2. No oral agreements for use of Sea Sports Swim shall be valid. All reservations must be confirmed with a written contract, signed, and approved by an officer of Sea Sports Swim and a \$50.00 nonrefundable deposit must be paid. The balance of payment, will be payable five business days before the party day. If the guest list exceeds 20 persons, an additional lifeguard will be needed. There is an additional \$25.00 fee for the additional lifeguard. Renter shall notify Sea Sports Swim, in advance, if 20 or more guests will be present. NOTE: If an additional lifeguard has been secured and there are 20 or fewer guests in attendance, the Renter will pay \$25.00 for the time and effort of the second guard. Renter may request a second guard for fewer than 20 participants with an additional charge of \$25.00.

3. Children 3 and under require a one-on-one parent/adult companion in the water at all times. Adults required to be in the water are not counted as paying guest.

4. Non-swimming guests should furnish and wear their own Coast Guard approved floatation devices.

5. Renter agrees to leave the premises in as good or better condition than which existed prior to Renter's use. All trash must be disposed of properly. All decorations must be promptly removed. Renter agrees to assume all responsibility for any damages done to the premises or facility or equipment as a result of the usage by them, their guests or persons associated with Renter. Renter shall be responsible for the cost for repairs and/or replacement based on Sea Sports Swim's assessment of damages as determined by the sole discretion of Sea Sports Swim and Sea Sports, Inc.

6. Sea Sports Swim shall not permit any alcoholic beverages, drugs or other intoxicants to be served displayed or consumed on its premises or in the area surrounding the facility at any time. A violation of this policy shall be grounds for immediate termination of such party and Renter shall not be entitled to a refund of any portion of amounts paid to Sea Sports Swim.

7. Refreshments will be restricted to party room only. Food and drinks will not be allowed on the pool deck.

8. There are no electrical outlets in the pool area. If Renter and guests desire the use of a boom box or other electrical appliance, the appliance must be battery powered.

9. Renter and guests, including without limitation must follow all pool safety rules: a) No running in pool area b) No diving. c) No pushing, shoving, or holding guests under the water d) No food, gum, candy, drinks to be consumed while in pool. e) Lifeguard will be final authority in enforcing safe behavior.

10. Lifeguard is there for the safety of Renter and all guests. The lifeguard has the authority to remove Renter and guests in the event safety warnings are not heeded. Persons requesting a reservation must be at least 18 years of age and fill out a Rental Agreement Contract. The completed application must be returned to Sea Sports Swim with the \$50.00 deposit.

11. Sea Sports Swim reserves the right to cancel this reservation at any time or for any reason.

12. Renter will furnish a Sea Sports Swim "Release of Liability" form to each party guest. "Release of Liability" form can be printed off our web-site: [www.seasportsswim.com](http://www.seasportsswim.com)

13. Gratuities are greatly appreciated for good service provided by the lifeguards.

Note: All the above rules and regulations are subject to change at any time.

I have read the above rules and regulations and agree to abide by them while renting the pool and facilities of Sea Sports Swim Center.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RENTER'S SIGNATURE

\_\_\_\_\_  
RENTER'S PRINTED NAME

PARTY PERSON'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street) (City) (Zip)

PHONE: \_\_\_\_\_  
(Home) (Cell) (Work)

APPROXIMATE NUMBER OF GUESTS: \_\_\_\_\_

AGE GROUP OF PROSPECTIVE GUESTS: \_\_\_\_\_

RESERVATION: \_\_\_\_\_  
(Date) (Time)

DEPOSIT RECEIVED: \_\_\_\_\_  
(Amount) (Date)