

## **Central Athletic Complex Rental Application**

500 Naperville Road | Wheaton, IL 60187

Please complete form below and return application to Wheaton Park District Community Center at 1777 S. Blanchard, Wheaton, IL 60189, email to <a href="mailto:dhouston@wheatonparks.org">dhouston@wheatonparks.org</a>, or Fax to 630-668-3813.

Rental Date(s) Requested:		SU M T W TH F SA (Circle One)		
Purpose of Rental:		Expected Attendance:		
Room(s) Requesting:				
Time of rental: Arrival:	Departure:	Total Hours:		
Name of Organization (If applicable):				
Type of Organization/Club: Service Atl	nletic Religious Social Political Cor	nmercial (Circle One)		
Other:	Is your organization Non-Profit	? YES NO		
Contact Person:	Phone (Cell):	Work/Home:		
Street Address:	City:	Zip:		
Email Address:		Date of Birth:		
Please list two officers or sponsors names	, addresses & phone numbers for your org	ganization that the WPD may contact.		
1				
2.				
Do you or anyone in your group need spec				
If so, please specify:				
Please describe any type of material, litera	ture, or equipment you will supply for you	our group:		
Will there be any admission charge/donati	ons? YES NO			
If so, how much and why?				
How did you hear about us?				
Signature (Over 21 years)		Date		

## Rules, Guidelines and Rental Policies

- 1. Use of the facility is subject to the ordinances and general use regulations of the Wheaton Park District.
- 2. Lessee(s) will be responsible for and will pay for any damage to park district property arising out of use of the said facility pursuant to this contract.
- 3. Lessee(s) must leave room in the same condition in which it was found. If you notice any damage/spills, it is the lessee's responsibility to notify Wheaton Park District staff immediately.
- 4. Excessive clean-up costs by park district custodial staff will be charged and billed to the renter at the amount of \$20 per hour at the discretion of the Director of Athletics. Excessive damage includes, but is not limited to, furniture, floor scrapes, appliance damage, and large amounts of food or stains on floor.
- 5. A minimum special service charge of \$20 will be made when any room reservation involves extra handling of chairs, tables or similar equipment that is not previously requested.
- 6. Smoking and consumption of alcohol are not permitted anywhere on the Wheaton Park District Central Athletic Complex property.
- 7. Due to liability issues, homemade foods are not allowed to be served.
- 8. Posting of advertisements, decorations, etc. must be preapproved by the Director of Athletics.
- 9. Central Athletic Complex staff reserves the right to reassign any meeting room/gym location based on unforeseen circumstances.
- 10. Management reserves the right to add to or change the rules as needed in the best interest of the Wheaton Park District.
- 11. Supplying of inaccurate information on the application or violation of park district rules will be cause for revocation of application. No refund will be granted.
- 12. The hours of operation of the Central Athletic Complex, Monday through Sunday, vary by day.
- 13. The person requesting the facility is responsible for the conduct of all adults and children in the party.
- 14. Children must be supervised at all times by an adult of 21 years or older during rental hours. One adult per 10 children is required.
- 15. Wheaton Park District reserves the right to have a designated employee visit for the purpose of supervision.
- 16. Time used by the renter beyond the specified reservation will be assessed at the hourly gym/room rate and charged by the quarter hour. Payment must be made before leaving the premises.
- 17. All rental monies must be paid one week in advance. Failure to pay by the designated deadline will automatically result in cancellation.
- 18. If renter cancels 72 hours before rental date, 50% of payment will be returned.
- 19. No park district equipment shall be removed from the building. Tables and chairs shall be used for their intended purpose only. Wall partitions are not to be moved or opened by the renter.
- 20. No gambling, lotteries or raffles shall be performed, and no liquor shall be brought or consumed upon the premises or be in the possession of any member of the party unless approved by the Director. It is agreed that violation of this provision shall result in automatic revocation of all rights hereunder and the forfeiture of all fees.
- 21. The Wheaton Park District does not assume any liability for property lost or stolen on the park district premises, or for personal injuries sustained on the premises during the lessee(s)' use of the premises, and lessee(s) hereby agree to hold said park district harmless from all claims, suits, judgment or damages arising out of any such property loss or personal injury.
- 22. A Contract for Lease of the Wheaton Park District Central Athletic Complex will not be entered into by the Wheaton Park District unless said contract is signed and delivered to the office of the Wheaton Park District Central Athletic Complex.
- 23. For certain types of rentals, public liability insurance in an amount of not less than \$1,000,000/Occurrence and a certificate of such insurance naming the Wheaton Park District as Additionally Insured and Wheaton Park District listed as certificate holder may be requested to be forwarded prior to approval.
- 24. Wheaton Park District sponsored activities shall have priority at the Central Athletic Complex.
- 25. All Facility rental requests must be made a minimum of two weeks in advance. Requests will not be accepted more than 90 days in advance.
- 26. Full rental payment must be received before gym/room issued-Cash or credit card only, no personal checks.
- 27. All materials/decorations brought into a gym or room must be removed.
- 28. All trash and garbage must be placed in appropriated receptacles. Groups are required to comply with Wheaton Park District's recycling policy and use provided receptacles.
- 29. Smoking is not permitted in Wheaton Park District facilities.
- **30**. Groups with youths under the age of 18 must have one adult over age 21 for every 10 youths. Any group which does not provide adequate supervision or fails to maintain discipline will be asked to leave.
- 31. Person applying for a rental must be 21 years of age.
- 32. Proof of liability insurance may be required by the Wheaton Park District
- 33. No individuals or groups may use Wheaton Park District facilities with the purpose of private monetary gain or fundraising

- without special permission from the Director of Athletics.
- 34. Rentals include designated gyms or rooms and not adjacent grounds.
- 35. No set-up time is given for court rentals.
- **36**. Wheaton Park District needs to approve all equipment used in the Central Athletic Complex
- 37. Contact person or organization officials must be present during rental.
- 38. Any custodial service required over and above the group's normal clean-up will be charged at the rate of \$20 per hour and subtracted from the security deposit.
- 39. All requests are on a first come, first serve basis. A \$50 security deposit per gym rental is required. Additional deposit may be required, depending on the nature of the rental. Renter is responsible for the cost of additional damage expenses. If the gym/room has no damage, the security deposit will be returned in Wheaton Park District check from approximately 10 days after gym/room rental date. Credit card deposits will be issued back to the credit card.
- 40. All fees apply to normal operation hours.
- 41. Turf/Upper Field (Champion Field) Rules
  - No food, drink, painting lines, driving stakes, chewing gum or tobacco products.
- 42. Open Skate Rink
  - No more than 2 people may skate together
  - Skaters must keep moving on the ice
  - Tag, racing, keep away, sticks and pucks, taking of hats, gloves and mittens and tossing of snowballs is prohibited.
- 43. Ice Hockey Rink
  - No slap shots, lifting pucks or checking allowed

## WE REMIND YOU THAT THE WHEATON PARK DISTRICT CENTRAL ATHLETIC COMPLEX IS A SMOKE FREE ENVIORMENT.

I/We understand that I/We are subject to all laws of the State of Illinois, and to Wheaton Park District ordinances, and that no activities in violation of such laws or ordinances shall be permitted on subject premises during the lease or use thereof.

I/We hereby agree to use Wheaton Park District facilities in accordance with regular park district policies and regulations and agree to the changes incurred if any.

WAIVER As a user of the Wheaton Park District Central Athletic Complex, I recognize and acknowledge that there are certain risks of physical injury, and I and those in my charge agree to assume the full risk of any injuries, including death, damages, or loss which I and those in my charge may sustain as a result of participation in any and all activities connected with or associated with such use of the Central Athletic Complex. I agree to waive and relinquish all claims that I and those in my charge may have as a result of use of the park district facility against the park district and its officers, agents, servants, and employees from any and all claims for injuries, including death, damage, or loss which I and those in my charge may have, or which may occur to us on account of our participation in the use of the Central Athletic Complex.

I further agree to indemnify and hold harmless and defend the park district and its officers, agents, servants, and employees from any and all losses sustained from injuries, including death, damages, and losses sustained by me and those in my charge and arising out of, connected with or in any way associated with the activities in the use of the Central Athletic Complex. I have read and fully understand the above use of park district facilities and Waiver and Release of all claims.

## **Rental Group Categories**

- Youth/Adult Serving Groups: (70% Residents) who reside within park district boundaries (Boy Scout, Girl Scout, Church Groups)
- Nonresident: Youth/Adult serving groups/individuals who reside outside park district boundaries.
- Commercial: Individuals, groups, and organizations within the park district as well as out of district, for the purpose of

Rental Categories and Hourly Rates *Rental rates subject to change					
Room	Resident Rate	Non Resident Rate	<b>Commercial Rate</b>		
Large Gym	\$65	\$97.50	\$130		
Kale Gym	\$55	\$82.50	\$110		
Turf/Upper Gym (Champion Field)	\$70	\$105	\$140		
Meeting/Multipurpose Room	\$40	\$60	\$80		
½ Hour 1 Batting Cage	\$18	\$27	\$36		
1 Hour 1 Batting Cage	\$36	\$54	\$72		
Balcony	\$40	\$60	\$80		
Open Skate Outdoor Rink/Hockey Rink	\$300	N/A	N/A		

RELEASE AND WAIVER OF LIABLITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in the Wheaton Park District Batting Cages activities ("Activity") I, for myself for personal representatives, assigns, heirs, and next of kin:

- 1. ACKNOWLEDGE, agree, and represent that I understand the nature of such activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
- 2. FULLY UNDERSTAND THAT: Wheaton Park District Batting Cages (a) ACTICITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inaction's, the actions or inaction's of other participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAME BELOW; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILTY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that or the minor in the Activity.
- 3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO USE Wheaton Park District, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGANCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.
- 4. MEDICAL RELEASE: I hereby give my consent to Wheaton Park District to provide emergency care and to give authority to any hospital, or doctor or render immediate aide as might be required at the time for his or her health and safety.
- 5. IMAGE RELEASE: I hereby give my consent to Wheaton Park District to use my child's image in any form of media, including print, television, internet, for advertisement, and promotional purposes.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP
SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR
ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL
LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS
AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE
AND EFFECT.

Print Name:		
Signature (parent/guarding required if participant is under 18)	Date	