



Harold Hall Quarry Beach Group Reservation

User Group: _____ Date Requested: _____
Group Leader: _____ Time of Arrival: _____
User Group Address: _____ Time of Departure: _____
City/State/Zip: _____ Size of Group: _____
User Group Phone: _____ Number of Children Age 12 & Under: _____
Group Leader Phone: _____
E-mail: _____

Emergency Contact

In case of emergency, Please Contact:

Name: _____ Title: _____ Phone Number: _____

Name: _____ Title: _____ Phone Number: _____

Hall Quarry Beach Rules

1. Hall Quarry Beach is a non-smoking facility. There are designated smoking areas outside of the facility.
2. Running is prohibited on decks and stairways
3. Outside food or beverages are allowed inside the facility.
4. Alcoholic beverages and glass containers of any kind are strictly prohibited.
5. Games which interfere with the safety of swimmers are prohibited.
6. No hard balls, tennis balls, or racquet balls allowed.
7. Masks and snorkels may only be used by adults in the competition lane.
8. For the safety of our swimmers, the Batavia Park District reserves the right to require a deep water swimming test for all patrons who enter the deep water area.
9. Deep water passes must be pinned to suits.
10. No balls or flotation devices are allowed in the deep water areas.
11. Batavia Park District is now responsible for any lost or stolen items.
12. Admission to the beach will be refused for all persons having any contagious disease, infectious conditions such as cold, fever, ringworm, foot infections, skin lesions, inflamed eye, ear discharges or any other conditions that have the appearance of being infected. Persons with excessive sunburn, abrasions which have not yet healed, adhesive tape, or rubber bandage of any kind are not permitted. A person under the influence of alcohol or exhibiting erratic behavior shall not be permitted into the beach.
13. Spitting, spouting of water, blowing in the nose or otherwise introducing contaminants into the beach is not permitted.
14. Swimming is not permitted after sunset.
15. Diving in the shallow water is not permitted.
16. Caution shall be exercised in the use of diving board and platforms.
17. Buoyed lines mark the 5 foot depth of the beach water. Depths beyond the lines are greater than 5 feet.

Hall Quarry Beach Outside Group Pool Use Agreement

1. Tickets are required for all group members age three and older.
2. Must attend facility orientation with Quarry supervisor the day of attendance.
3. Fee for user group located in Batavia is \$7.00 per person.
4. Group swimmers who have current season pass should not purchase a group ticket.
5. Fee for user group not located in Batavia is \$12.00 per person.
6. Minimum group is ten people. (excluding season pass holders)
7. User Group/shall fully comply with the attached Pool Rules & Regulations.
8. Remittance must accompany reservation.
9. Tickets must be purchased no later than one day prior to the group outing.
10. Refunds are not granted for no-shows.
11. Rainouts may be scheduled with Aquatics Supervisor.
12. Picnic tables and grills are not reserved.
13. Checks are to be made out to the "Batavia Park District".
14. Alcoholic beverages and glass containers are not permitted at Hall Quarry Beach.
15. Children under the age of thirty months must wear a swim diaper or rubber/plastic pants before they may enter the water or play on beach.
16. Quarry opens at 12:00 pm, closes at 6:00 pm daily. (Monday, Wednesday, Fridays until 7:00pm)
17. User Group shall have the use of the facility for the date(s) and time(s) stated herein, and subject to the facilities group or rental fee as provided herein
18. User Group shall fully comply with all Hall Quarry Beach rules, regulations, and ordinances in connection with the use of the facility.
19. The Batavia Park District reserves the right to amend the rules, as needed, to serve the best interests of the Park District.
20. User Group is solely responsible for the actions of any member of (User Group/Renter's) group and shall provide adequate adult supervision (age 16 or older) of group at all times.
21. User Group supervision ratios shall minimally meet the following:
 - a. 2 years old 2:1 (staff to participant)
 - b. 3 years old 5:1
 - c. 4 years old 8:1
 - d. 5 years old 8:1
 - e. 5-8 years old 8:1
 - f. 9-12 years old 12:1
22. Participants in User Groups, 10 years of age and younger, must be swim tested before or upon entering facility. Swimmers will be provided with swim pass to be attached to swimsuit.
23. All adult supervisors with the User Group must be readily identifiable as being with that group for emergency contact purposes.
24. The Batavia Park District shall provide lifeguard staff for users of the facility. User Group fully understands and agrees that lifeguards are not responsible for supervising User Group. Lifeguards are responsible for enforcing rules and regulations and responding to emergencies.
25. User Group is solely responsible for the safety and security of any property brought to the facility. The Batavia Park District is not responsible for lost, stolen or damaged personal items.
26. The Batavia Park District retains the right to cancel this agreement at any time or reason, including, but not limited to inclement weather, misconduct of the User Group or any member of the group/renter or for the misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the right of Park District Residents, or because the User breached any of its obligations in the agreement.
27. User Group agrees to protect, indemnify, save, defend, and hold harmless the Batavia Park District, including its officers, officials, employees, agents and volunteers from and against all liabilities, obligations, claims, damages, causes of action, cost and expenses (including reasonable attorney fees), which the Park District may become liable by the reason of any injury or accident (including death and drowning) arising directly or indirectly in connection with or under this use agreement, whether such loss, damage, injury, or liability is contributed to by the negligence of the Batavia Park District or by the premises of themselves or any equipment whether latent or patent, or from other causes whatsoever.
28. User Group shall ensure that there is at least one adult supervisor fluent in English and on site at all times during the user groups visit.

29. This rental agreement may be revoked at any time at the discretion of Batavia Park District due to misrepresentation of User Group, the misconduct of individuals in the group or for misuse of property. Future rentals may not be issued to User Group.
30. User Group agrees and acknowledges it has inspected the premises prior to use and considers the Park District facility and activities thereon safe. Upon identifying any unsafe condition at the facility, the User Group/Renter agrees it will cease any activity and immediately inform the Park District of any condition the User Group/Renter deems unsafe, including but not limited to: property defects, inadequate supervision, rule violations, or unsafe play by any party member or third-party. By continuing to use the Park District facility, User Group/Renter acknowledges the facility is appropriate for the activity engaged, the rules and supervision provided demonstrate a conscious regard for the safety of users of the facility, and the individuals of the User Group/Renter are both physically fit enough to engage in the activity and capable of following all rules and directions from the Park District.
31. User Group agrees to protect, indemnify, save, defend, and hold harmless the Batavia Park District, including its officers, officials, employees, agents and volunteers (collectively "Park District") from and against any and all liabilities, obligations, claims, damages, causes of action, costs and expenses, (including reasonable attorney fees) which the Park District may become obligated by reason of any accident or injury (including death by drowning) arising indirectly or directly in connection with or under this use agreement, whether such loss, damage, injury or liability is contributed to by the negligence of the Batavia Park District or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever.
32. User Group agrees to provide and keep force at all times during this Agreement, the following coverages: commercial General Liability Insurance with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) annual aggregate; Property Damage Insurance, if applicable; full Worker's Compensation Insurance, if applicable, equal to the statutory amount required by law; and Employers Liability Insurance, if applicable, with limits of not less than one million dollars (\$1,000,000). All insurance carriers providing the coverage set forth herein shall have a rating of A: VII as assigned by A.M. Best & Co. and satisfactory to the Park District in its sole discretion. All certificates of insurance in connection herewith shall be furnished to the park district no later than fourteen (14) days prior to the rental date(s).
33. User Group insurance shall name the Batavia Park District as additional insured and shall contain no special limitation on the scope of protection afforded the Batavia Park District. Group's insurance shall be primary insurance as respects the Batavia Park District. Any insurance or self-insurance maintained by the Batavia Park District shall be in excess of User Group's/Renter's insurance and shall not contribute with it. User/Group's/Renter's insurer shall agree to waive all rights of subrogation against the Batavia Park District.
34. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.
35. This agreement is governed by the laws of the State of Illinois.
36. The parties intend this statement to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement and they are not bound by any other agreements of any kind or nature. The parties did not rely on statements or representations not contained within the document itself.
37. If any part of this agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of the agreement will remain in full force and effect.

User Group Signature

This agreement must be signed by an authorized agent of representative of User Group, age 21 and older.

User Group's Signature: _____ Date: _____