



**Athletic Facilities**

Veterans' Memorial Aquatic Center  
5310 E. 136<sup>th</sup> Avenue, Thornton CO 80602  
720-972-2553  
After hours emergencies call 720-972-4911

**APPLICATION FOR VMAC USE - Practices**

Proof of Liability Insurance with Adams 12 Five Star Schools listed as additionally insured must be submitted with this form. **A \$25.00 non-refundable Application Fee will be applied when the reservation is confirmed.**

Organization: \_\_\_\_\_

Main Contact Name: \_\_\_\_\_ Cell #: \_\_\_\_\_

Other #: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Dates/Days requested for Practices:** Attach a calendar with all requested details to include Day, Date, Start time, End Time and how many lanes are being requested. Leave date/day blank if no request is necessary. Start time listed will indicate the water entry time and the end time listed will indicate water exit time. Doors will be unlocked 15 minutes prior to start time and will be scheduled to lock 30 minutes after exit time.

**Practice Needs:** Chairs  \_\_\_\_\_ Tables  \_\_\_\_\_ Water Polo Goals  \_\_\_\_\_  
Quantity Quantity Quantity

Diving Boards  Meet Management Room (Fee)  Track Start Wedges   
Pace/Shot Clocks  Water Polo Lines

Other/Special Set-up Needs: \_\_\_\_\_

Will non-District vendors be on-site during the practice? Yes  No  Rental groups are not permitted to sell products or contract with an outside vendor to sell products in the VMAC without prior written approval. Outside vendor charge is \$100 per day.

*I agree that VMAC rental and usage is subject to and conditioned upon: (1) the VMAC Use Application Procedures, Terms & Conditions; and (2) applicable District policies including Policy 1300 (Community Use of District-Owned School Facilities).*

*I understand that the VMAC is subject to cancellation at any time and that all fees, terms & conditions are subject to change without notice. Only completed applications will be accepted. Once approved you will receive an e-mail confirmation for review. If you would like a signed copy of your application returned, please initial here: \_\_\_\_\_*

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

**Office Use Only:** Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

## VMAC USE APPLICATION PROCEDURES

Completed application, the application fee, and supporting documentation must be received a minimum of two (2) weeks prior to intended usage.

Applications for non-Competitive Events will be accepted as follows:

Starting May 1: When usage occurs July 1 – October 31

Starting Sept 1: When usage occurs November 1 – February 29

Starting Jan 1: When usage occurs March 1 – June 30.

Applications will be accepted in person during normal business hours, 8:30 a.m. – 3:00 p.m. Monday through Friday at the District Athletics Office located at the Educational Support Center at 1500 E. 128<sup>th</sup> Ave., Thornton, CO, 80241, or by email. Applications must be emailed to the Athletic Facilities Lead Operator at [tammy.j.florez@adams12.org](mailto:tammy.j.florez@adams12.org).

Non-District licensees must procure and maintain in full force during the term of the Use Agreement a policy of General Liability insurance with a minimum limit of liability of one million dollars (\$1,000,000) per occurrence, and obtain an insurance certificate naming the District as an Additional Insured on that coverage.

All VMAC use and personnel fees must be paid via VISA or MasterCard (2% processing fee will apply), cash or check. Should your check be returned for insufficient funds, you expressly authorize your account to be electronically debited or bank draft for the amount of the check plus any applicable fees.

### Application/Use Priority

1<sup>st</sup> Priority: School Programs

2<sup>nd</sup> Priority: District Programs

3<sup>rd</sup> Priority: Programs identified by the District as having priority for other reasons, including those referenced in intergovernmental agreements between the District and governmental bodies, associations, special districts or similar entities.

4<sup>th</sup> Priority: All other completed applications

VMAC will consider the size of the group, type of event, and space available to assure the maximum and most appropriate utilization of the aquatic center. The VMAC reserves the right to assign, and if necessary, reassign facility space, terminate and/or deny use at any time, for any reason.

Payments for events/meets are expected to be paid in full within two weeks after completion. Payments for practice reservations can be paid in advance or may be invoiced monthly.

Please Note: rental, personnel and equipment fees are considered the minimum fee and will not be subject to discounts or refunds if less facility hours are used. Additional charges will be assessed if usage exceeds the Use Agreement hours.

### Changes / Cancellations / Late Fees

Changes to the Reservation/Rental Agreement must be made at least four (4) business days prior to use, in writing, to the Athletic Facilities Lead Operator. All changes are subject to a \$25.00 fee per change to the Reservation/Rental Agreement.

Cancellations must be made a minimum of two (2) weeks prior to intended use and are subject to a \$50.00 cancellation fee.

Cancellations less than two (2) weeks before the intended use are subject to a \$250.00 cancellation fee.

Groups that do not show up for licensed use will be charged the full usage fee.

In case of facility closure reasonable efforts will be made to reschedule the event.

No fees will be assessed if changes or cancellations to the Use License are initiated by the District.

If you have any unpaid invoices past the due date, you will be charged a \$25 per month late fee. The District at its sole discretion may also suspend any booked reservations and reallocate the facility to other users.

## Veterans' Memorial Aquatic Center Fees

Personnel Fees-Lifeguard Fees are assessed to ALL rentals except EXCLUSIVE events/meets)	
Lifeguard (Lifeguards are scheduled at the discretion of VMAC staff; minimum 2, maximum 6.)	\$12.00 / hour / guard
Custodian	\$140.00 / day

Fees for Non-Competitive Events	
Short Course	\$7.00 / lane / hour
Long Course	\$14.00 / lane / hour
Meet Management Room	Varies by use

Other Fees		Set-up Fees	
Dolphin Timing System	\$100.00 per day	Long Course Meet/Event Pool Flip	\$170.00
Relay Judging Platforms	\$100.00 per day	Metered Meet/Event Pool Flip	\$110.00
Vendor Fee	\$100.00 per day	Event Equipment Set-Up and Tear Down	\$65.00

**The Adams 12 Five Star School District may determine applicable rates for groups, spaces, equipment and personnel not defined in this schedule, as well as, any special event needs.**

### Veterans' Memorial Aquatic Center Use Terms & Conditions

1. VMAC staff reserves the right to enforce any reasonable condition, lawful directive, policy or rule deemed necessary for the safety of patrons or protection of property.
2. Lifeguards have the responsibility to enforce VMAC Terms and Conditions and have the authority to remove anyone for unsafe or inappropriate behavior.
3. No one may enter or be in the pool deck area without a VMAC staff member present.
4. Only athletes, coaches and officials are allowed on the pool deck. The observation stand is the designated area for parents and other spectators.
5. All swimmers must take a cleansing shower before entering the pool and wear a swim suit. T-shirts, cut-offs, sweat pants, etc. are not permitted. Infants and non-toilet trained persons must wear swim diapers and a swim suit.
6. No one with open sores, bandages, red/infected eyes or a contagious illness is allowed to use the pool.
7. Food, gum and/or beverages are not allowed on the pool deck. Water bottles are permitted on the pool deck.
8. All toys and flotation devices must be approved by VMAC staff and must be used as the device was intended.
9. Publicity or advertisement of an event at the VMAC is not permitted until the event has been approved by VMAC staff.
10. Running, sliding on railways, dunking, water fights and other horseplay is prohibited.
11. No diving into any area less than nine (9) feet deep. Diving off starting blocks is for competitive swim team members only.
12. Coaches and athletes are prohibited from practicing repetitive breath holding drills.
13. A coach must be present during any and all use.
14. Swimming under the bulkhead is prohibited.
15. Hanging, sitting or climbing on the lane lines is prohibited.
16. Swimming in the diving well is prohibited when the diving boards are in use.
17. Diving or jumping deemed unsafe, in the judgment of the Lifeguard, will be prohibited.
18. Missing or lost items are not the responsibility of the District.
19. All personal belongings must be kept in the locker rooms.
20. Lockers may not be used overnight; they are for day use only. All locks left on lockers will be cut off and the belongings placed in Lost & Found.
21. Proper adult supervision shall be provided by the Licensee. Supervising adults must ensure the protection of District property and the enforcement of these Terms and Conditions and District Policy. Licensee shall ensure that all participants and/or spectators remain in the designated areas.
22. Open flame, candles, fire, and/or smoking are not permitted on any District facility or property.

23. The possession or use of alcoholic beverages, illegal substances, tobacco, marijuana and/or weapons is prohibited on all District property. Any person that appears to have partaken of alcoholic beverages, marijuana and/or illegal substances will not be permitted on District property. The District reserves the right to notify law enforcement of any violations.
24. Security may be required at VMAC events at the District's discretion; Athletic Facilities will determine the need for paid security and the number of security staff required. The Licensee shall be responsible for these costs.
25. Sub-contracting of District facilities is prohibited.
26. The Licensee shall inspect all areas of use for damage and facility readiness. All issues should be reported to VMAC staff immediately.
27. The Licensee shall be responsible for all damages and/or loss of property resulting from use of the facility and/or premise. Licensee agrees to indemnify, defend and hold harmless Adams 12 Five Star Schools, its officers, directors and employees against any and all claims and for any attorney's fees incurred as a result of Licensee's acts or omissions.
28. The District retains the right to cancel this License at any time without refund of any fees or deposits paid and will do so if in the reasonable opinion of the District any of the following events occurs: 1) dangerous, disruptive or unprofessional conduct by the Licensee or its Invitees/Attendees; 2) damage to the event space(s), facility and/or grounds or to any facilities therein or elements thereof caused by the Licensee or any Invitees/Attendees; 3) scheduling of special events which the District deems to be of priority (fees or deposits paid will be refunded); 4) failure of the Licensee to comply with any conditions of the License and Agreement; 5) failure to provide proof of the required insurance coverage; 6) failure of the Licensee to pay required deposits in full.
29. The District shall be excused from the performance of any obligation hereunder during and for so long as performance is prevented by force majeure including without limitation, Acts of God, weather conditions, war or other national emergency, acts of terrorism, any civil disturbance, strikes or labor disputes, failure of electronic or mechanical equipment, unavailability of materials or labor to their contractors, or shortage of materials or labor or transportation facilities, the orders or directives of any court or government agency, or other cause beyond the District's reasonable control.
30. Licensee warrants that it does not discriminate on the basis of race, color, sex, age, religion, creed, national origin, ancestry, genetic information, marital status, sexual orientation, gender identity, or disability.
31. DISTRICT MAKES NO WARRANTY, EXPRESS OR IMPLIED CONCERNING ITS FACILITIES, WHICH ARE PROVIDED "AS IS". THE DISTRICT EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY. IN NO EVENT WILL THE DISTRICT, ITS OFFICERS, AGENTS OR EMPLOYEES BE LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF (OR FAILURE TO USE) OR RELIANCE ON THE FACILITIES, EVEN IF THE DISTRICT HAS BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MAY ARISE.
32. Licensee acknowledges and agrees that no term or condition of the use agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as applicable now or hereafter amended ("CGIA"), and that at all times including during Licensee's use of the facility, the District and its staff are immune from any liability, including liability for or arising out of any loss, damage, or personal injury/death, in accordance with the CGIA.

VMAC Procedures, Fees, Terms and Conditions are subject to change without notice.

All District Policies apply and are incorporated herein.

**FOR OFFICE USE ONLY:**

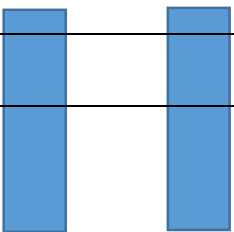
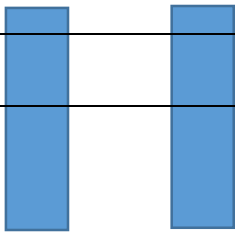
**Application Received On:** \_\_\_\_\_ **Application Booked On:** \_\_\_\_\_

**Reservation Number:** \_\_\_\_\_ **Reservation Confirmation Sent On:** \_\_\_\_\_

South Pool Lane 6 ____
South Pool Lane 5 ____
South Pool Lane 4 ____
South Pool Lane 3 ____
South Pool Lane 2 ____
South Pool Lane 1 ____

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North Pool/Diving Well Lane 5 ____
North Pool/Diving Well Lane 4 ____
North Pool/Diving Well Lane 3 ____
North Pool/Diving Well Lane 2 ____
North Pool/Diving Well Lane 1 ____



ALTERNATE SHORT COURSE LANE 21 _____
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