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**Business & Financial Services**

**AP 5700[A] USE OF AQUATICS COMPLEX**

**References:**

Education Code Sections 82537 and 82542;  
Public Resources Code Section 42648.3

The following is provided as information for the usage of the Aquatics Complex located at Riverside City College (RCC). For purposes of this procedure, the term “Aquatics Complex” will mean the Cutter Pool, the competition pool, diving boards, the dive tower and any structures within the Complex. For additional information, please see Administrative Procedure 6700, titled Use of Facilities.

**CAPACITY**

Maximum spectator capacity is 700 seats.

**USAGE**

Riverside Community College District (RCCD) classes and teams have priority use of the Complex.

Minimum usage of the complex shall be two (2) hours.

Use of the Complex by outside organizations is only permitted by request through the RCC Facilities Use Office. That office may be contacted by calling (951) 222-8498. An application for use must be completed at least fourteen (14) business days prior to the event.

Organizations granted use may only use those areas of the Complex for which they have been approved. Use of any other areas, without an RCC Facilities Use Permit, may result in suspension from future usage of the Complex.

The College may require security personnel as a condition of use whenever it is deemed to be in the College’s best interest. The College reserves the right to make that determination and assign the District’s police officers or community service officers to any event. Users will be required to pay for Police services.

In addition to District Police, charges for other College staff will be applied based on the event and number of hours services are needed. Charges for staff will be applied at the current hourly rate for wages and benefits (including taxes and health and welfare

benefits) and may include Custodian, Maintenance Mechanic, or Certified Lifeguard (if the group does not provide their own certified lifeguard). All charges are subject to change. Rates will be quoted at the time of application.

All organizations using the Aquatics Complex will be required to pay for a Swimming Pool Caretaker, provided by the District, at the hourly rate for said position, to be on the premises during their use.

Organizations granted use will be held liable and billed for any and all damage done to the Complex during usage.

Cancellations due to weather conditions will be solely determined by RCC staff. In the event of an electrical storm, it is mandatory that an event be suspended and all people cleared from the pool(s) and deck area.

Use of the Complex is only allowed when a lifeguard is on duty. Each user will provide at least one (1) certified lifeguard for the event, whose sole responsibility will be to guard swimmers/divers. If necessary, RCC can provide the lifeguard at an additional cost. Failure to arrange for a lifeguard will result in the suspension of the event until such time that a lifeguard is available. Allowable certifications are the American Red Cross (ARC) Lifeguard and one of the following: ARC Safety Training for Swim Coaches, ARC Community CPR (Child and Adult) or ARC CPR/First Aid for the Professional Rescuer. The user must provide the District with a copy of these certifications.

#### PARKING

For special events scheduled through the College for the use of facilities, the College, in consultation with the District Police Department, may charge a reasonable per vehicle fee for all event attendees.

#### COMPLEX RULES

The unlawful manufacture, distribution, dispensing, possession or use of alcohol or any controlled substance on District property is strictly prohibited.

Use of tents, sun shades, generators, scoreboards, timing systems, etc., must be pre-approved by RCC and must meet all City codes.

Each organization granted use of the Complex will be responsible for the actions of all event participants and all areas of the facility utilized by the group, including restrooms. Each user group must clean-up after the event, making sure that all trash is deposited into the trash cans provided and return the facility to the same condition before use occurred. Failure to clean up after use will result in additional charges for custodial services of RCC.

Smoking on the RCC property is prohibited. Other tobacco products are prohibited within the Complex.

Concessions are permitted with advance approval of RCC, who will provide the specific location for the concession. However, the sale of chewing gum or sunflower seeds is prohibited.

Except for service dogs, animals are not permitted.

No skateboards are allowed.

Throwing objects such as balls or other personal items is not allowed.

Use of the deep water swimming pool is limited to those individuals who have had swim lessons and are intermediate or advanced level swimmers (proof of which is to be provided by the user) and shall only be used for activities such as, but not limited to: competition swimming, diving, water polo, synchronized swimming, master's swim programs, scuba diving lessons, American Red Cross lifesaving courses and deep water exercise programs. It will not be used for open recreation swim or swim lessons other than to intermediate or advanced level swimmers. All other swimmers will be required to use Cutter Pool until they qualify to use the deep water pool.

While using Cutter Pool, the use of "swim pants" for infants in diapers, or other individuals that may be incontinent, is required.

Good hygiene should be practiced by showering before entering either pool and by washing hands after using restrooms.

Diving Rules: Diving is allowed only in designated areas and is only to be done under the supervision of a coach or lifeguard. Diving or jumping from the deck into the diving board pool area is not allowed. Only one person at a time allowed on a diving board or the dive tower.

#### HOLD HARMLESS, INDEMNIFICATION AND INSURANCE

Each group using the Complex will be required to sign an indemnification and hold harmless agreement.

The user group shall secure and maintain throughout the duration of the usage of the Complex, public liability and property damage insurance to cover claims for damages for personal injury, including death, as well as property damage, which may arise from, or which may be alleged to arise from the permission granted by the District. Said insurance for users of any of the diving boards, including the dive tower, shall be in an amount of not less than \$10,000,000 for a single incident. All other users' insurance shall be in an amount of not less than \$1,000,000 for a single incident and \$3,000,000 in the aggregate.

All user groups shall also provide District with a Certificate of Insurance evidencing such coverage, which shall read:

“Riverside Community College District is added as an additional insured but only with respect to liability arising out of the District’s authorization to \_ (name of user group) to use the Aquatics Complex.”

The signed indemnification and hold harmless agreement, as well as the certificate of insurance, must be received five (5) business days prior to the event.

Additionally, the user group will require each swimmer or diver utilizing the complex to sign a consent form, provided by the District, acknowledging the risk and relieving the District of all liability for any injuries suffered as a result of the use of the complex.

#### FEES/DEPOSIT/CANCELLATIONS

Fees charged for the hourly use of the Aquatics Complex are stated on the attached Exhibit A.

The District requires that all organizations using the aquatics complex pay a deposit, which will be applied to the total invoice. This deposit will be equal to the estimated cost of all fees. All deposits are due five (5) business days prior to the event. Failure to provide the deposit within the time stated may result in the event being removed from the schedule.

Any charges accrued over and above the amount of the deposit will be invoiced and payment in full is due within thirty (30) days of receipt of invoice.

Additional charges also may be made for excessive cleanup costs and for the costs of replacing or repairing property damaged during the use of facilities.

Nonpayment will be sent to collections and will result in denial of subsequent applications for all future use of any District facilities.

Cancellation Policy - Events cancelled with less than 24 hours’ notice will forfeit 100% of the deposit. If cancelled with 24-48 hours’ notice, the forfeiture is 50% of the deposit and if more than 48 hours’ notice prior to the event, a full refund will be given.

If an event has to be cancelled because of rain or other bad weather conditions and a suitable date in the future for the event is not possible, the user will receive a full refund of the deposit, minus a \$100.00 administrative processing fee.

Office of Primary Responsibility: College Vice President, Business Services

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Administrative Approval: January 25, 2011  
Formerly: 6705

## **EXHIBIT A**

### Riverside Aquatics Complex Usage Fees\*

	Fair Market Value	Direct Cost
Aquatics Complex	\$300/hr	\$150/hr
Cutter Pool	\$150/hr	\$75/hr

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***\*All fees are per hour, with a two (2) hour minimum***