



## Swimming Pool User Agreement

Parties

Cowra Shire Council

26 7394 545 79

Address: 116 Kendal Street, Cowra New South Wales 2794

And

User\_\_\_\_\_

ABN Number\_\_\_\_\_

Address\_\_\_\_\_

Dated\_\_\_\_\_



## **1. Introduction**

- 1.1 Council is the owner and operator for the swimming pool complex known as Cowra Aquatic Centre and is situated at 140 Taragala St, Cowra NSW 2794
- 1.2 The user wishes to use the Cowra Aquatic Centre
- 1.3 Council has consented to the user using the Cowra Aquatic Centre on the following terms and conditions specified to the user's members (staff/ pupils) and activities.
- 1.4 Included user times and pool space during the stated times. (Appendix A & B),
- 1.5 Specified Council staff authorised to give directions

## **2. User/ Hirer Warrants**

The user warrants to Council that all certificates, registrations and accreditations claimed as being held by the user/ hirer which relate to any swimming, diving or other water-based activities, are valid, held and current and will remain so throughout the term of this agreement and any extensions thereof. The user/ hirer acknowledges any breach of this warranty is a breach of the fundamental terms of this agreement. Such a breach will allow Council to terminate this Agreement without notice.

## **3. Responsible and Contact Person**

The user/ hirer shall nominate in writing to Cowra Shire Council a "Responsible Person(s)" who will be assigned to ensure that the terms and conditions of this agreement are adhered to.

For the purpose of administering this agreement, the user/ hirer shall nominate in writing to the Cowra Shire Council a person(s) able to be contacted at all times by Cowra Shire Council, together with all reasonable contact details requested by Cowra Shire Council. The user/ hirer shall be entitled to vary those nominated or their details from time to time by further notice.

For the purpose of this agreement the contact person for Cowra Shire Council shall be the Council Pool Supervisor in most cases and, in the event that the Pool Supervisor is unavailable, the Manager – Cowra Services shall be contacted.



#### **4. Insurances and Indemnities**

- a. The user/ hirer shall at its own cost, effect and at all times during the terms of this agreement and any extension thereof keep in full force a policy of Public Risk Insurance (with an authorised Underwriter), with respect to the Cowra Aquatic Centre and the activities carried out at the Cowra Aquatic Centre for a minimum amount of \$20M. The user/ hirer shall deliver to Cowra Shire Council on demand a copy of the relevant policy and a current certificate of insurance.
  - b. The user/ hirer unconditionally releases Cowra Shire Council from all claims, suits, demands, actions or proceedings (whether at law, in equity or arising under any statute) arising out of or in connection with an act, default or omission of the user/ hirer or any of the user/ hirer's agents. The user/ hirer agrees not to sue or make any claim or demand against council in respect to matters covered by this release
- 4.2 The user/ hirer indemnifies Cowra Shire Council from and against all actions, claims, costs, losses, expenses and damages (including the costs of defending or settling any action or claim) in respect to:
- 4.2.1 Loss of, or damage to property of Council; or
  - 4.2.2 Personal injury (including death) or illness to any person or loss of/ loss of use of, or damage to any property,
  - 4.2.3 Resulting from or by reason of anything done or omitted to be done by the user/ hirer arising out of the user/ hirer 's activities undertaken at or near the Cowra Aquatic Centre.
- 4.3 The user/ hirers' liability to indemnify Cowra Shire Council is reduced proportionally to the extent that any negligent act or omission of Council or its employees has contributed to the injury, damage or loss.

#### **5. User Obligations (Pool Rules) – the user shall:**

- 5.1 Ensure the terms and conditions of this agreement has been made known to all persons, and where required their parents/ guardian/ hirer/ responsible persons prior to entering the Cowra Aquatic Centre complex.
  - 5.1.1 Ensure that all persons swimming at the Cowra Aquatic Centre under this agreement have paid the usual entrance fee charged by Council to patrons of the Cowra Aquatic Centre.
  - 5.1.2 Not erect any structure or permanent fixture at the Cowra Aquatic Centre without the written consent of Cowra Shire Council



- 5.2 Not permit any persons to dive into the pool except in accordance with Royal Lifesaving Society Guidelines
- 5.3 Notify all persons subject to this agreement that they enter the Cowra Aquatic Centre complex at their own risk.
- 5.4 Ensure that all persons using the Cowra Aquatic Centre do so in an orderly and well-behaved manner including; no running, no jumping, no bombing, no alcohol / drugs, no smoking, no glass, no food or drink in the pool, no animals, and swimming in suitable swimming attire.
- 5.5 Remove, or cause to be removed, any person/s subject to this agreement whose behaviour is inappropriate, disruptive or causes any danger or threat to any other person or property who is affected by alcohol or drugs.
- 5.6 Keep the Cowra Aquatic Centre including all grounds and surrounds and other parts of the Cowra Aquatic Centre of which the User has use under this agreement, clean and tidy and shall not place or leave any debris or rubbish in any part of the Cowra Aquatic Centre complex.
- 5.7 Keep trade waste, trash and garbage in proper receptacles and shall not allow such waste, trash and garbage to accumulate at or near the Cowra Aquatic Centre.
- 5.8 Ensure after each use, the Cowra Aquatic Centre and / or buildings are appropriately and adequately secured.
- 5.9 Upon demand, in writing from Cowra Shire Council return all keys held by or on behalf of the User to Council.
- 5.10 Comply with all reasonable directions of authorised Council staff.
- 5.11 Comply with all Council's requirements in relation to the use of any barbecues and gas appliances.
- 5.12 Ensure that children are accompanied by an adult. Responsibility for behaviour and safety of children is that of parents / supervisors or carers in attendance.

## **6. The User, Hirer, Responsible Persons acknowledge and understands the following:**

- 6.1 The Cowra Aquatic Centre may not provide any lifeguard services at the time of the intended use by the hirer.
- 6.2 Lifeguard staff that may be present within the Pool complex are not able to provide training, instructions or supervision of persons brought in to the Cowra Aquatic Centre by the Responsible Person;



- 6.3 Responsibility for the supervision and care of persons brought into the Cowra Aquatic Centre by the responsible persons rests with that person(s)
- 6.4 It is the responsibility of the User/ responsible person to obtain information regarding the skills of the persons it brings into the Cowra Aquatic Centre and to instruct/ supervise those persons according to their skill set.
- 6.5 Obtaining and maintaining any permissions or consents required for the use of the Cowra Aquatic Centre by persons to be brought in to the Cowra Aquatic Centre by the responsible person, is the responsibility of the hirer and/or responsible person.
- 6.6 Use of the pool is subject to a number of risks, including drowning and the responsibility for supervision and instruction of persons brought in to the Cowra Aquatic Centre by the hirer/ responsible persons rests with the hirer and/or responsible persons.
- 6.7 Responsibility for administering first aid in the event of an emergency rests with the hirer and/or responsible persons, though lifeguard assistance will be provided, where available.
- 6.8 First aid equipment is located within the Cowra Aquatic Centre complex. It is the responsibility of the hirer and/or responsible persons to ensure they identify the location of that equipment upon entry to the Cowra Aquatic Centre complex.
- 6.9 The pool terms and conditions of entry may be amended or added to from time to time and any alterations to such will be displayed at the entry point of the Cowra Aquatic Centre.
- 6.10 Unless hired exclusively by agreement, the Cowra Aquatic Centre and Cowra Aquatic Centre complex may be utilised by other members of the public at the same time as the hirer.

## **7. Emergency Procedures**

- 7.1 A copy of Cowra Shire Council's Cowra Aquatic Centre's emergency procedures can be found on the walls of the Aquatic Centre building in various locations. A copy of the emergency procedure can be obtained by the user/ hirer at any time on request.



## 8. Executed as an Agreement

**Executed** for and on behalf of **Cowra Shire Council**

By a duly authorised officer in the presence of

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Signature of Council representative

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Witness Signature of Council

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Name of Council representative

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Witness Name of Council

Executed for and on behalf of \_\_\_\_\_ ABN \_\_\_\_\_

ABN In accordance with Section 127(1) of the Corporations Act 2001.

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Signature of User

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Witness Signature of User

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Name of User

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Witness Name of User