

**AGREEMENT FOR USE OF CLEVEDON SCHOOL SWIMMING POOL AFTER SCHOOL AND DURING  
SUMMER WEEKENDS AND SCHOOL HOLIDAYS**



THIS AGREEMENT is dated the \_\_\_\_\_ day of \_\_\_\_\_ 2014

BETWEEN the Board of CLEVEDON SCHOOL \_\_\_\_\_ (The Trustees)

AND \_\_\_\_\_ (The Keyholder) Key Number: \_\_\_\_\_

Please read this form carefully and be aware that in utilizing the swimming pool amenities, you, as keyholder, will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you, your family members, or your guests might sustain as a result of utilizing any and all amenities connected with and associated with the Clevedon School Swimming Pool.

**WARNING! THERE ARE OBVIOUS KNOWN DANGERS INHERENT IN SWIMMING POOL ACTIVITIES. FOR EXAMPLE:  
DROWNING, NEAR DROWNING, SPINAL INJURY AND IN SOME CASES, DEATH.**

**The Parties agree:**

A. Subject to compliance by the Keyholder with the terms of this agreement, the trustees shall provide a key to the Keyholder for the pool located at Clevedon School for the period commencing on November 1, 2014 and ending on **date to be advised** in 2015 (the summer period) for the purposes of recreational (non-commercial) use by the keyholder and the keyholder's family members and guests.

**B. The Keyholder shall**

1. Be 18 years or over.
2. Be responsible for the security of the key and shall not transfer the key to any other person. The key must not be lent to or shared with other families or persons.
3. Agree to their name being published on a list of keyholder's displayed in the pool area
4. Only use the pool facility during the following hours, i.e. when use is not allocated to an accredited swim school

**2014/15 Season dates:**

**From Nov 1 – Dec 12 2014 (Term 4) Holidays: Dec 13 – Feb 1 2015. Term 1: Feb 2 2015 – until season closes (this date will be advised via email and published at the pool.)**

**2014/15 Season hours:**

**ALL Mornings incl Weekends and holidays: FOR LAP-TYPE TRAINING ONLY: 6.30 am – 8.00 am (users must leave school grounds by 8.00 am)**

**Term Time: Mon, Wed, Fri 3.00 pm – 8.00 pm. Tues, Thurs 3.00 pm-3.30 pm; 5.30 pm-8.00 pm**

**Saturdays and Weekdays during School Holidays for the week commencing 13<sup>th</sup> January 2015 12.30 pm – 8.00pm**

**Sundays and all other School Holiday days 10.00 am – 8.00 pm.**

or when the pool is not required by the school e.g. For swim school, training or competitions or for exceptional maintenance.

5. Be responsible for ensuring the Pool Facility is securely locked after entering and upon leaving the Pool Facility.
6. Be responsible for correctly covering the pool according to published instructions in the event a cover is made available and the keyholder is the last user to leave the area before the scheduled 8.00pm closing time.
7. Ensure that only family members and guests of the Keyholder who the Keyholder is willing and able to accept full responsibility for, are given access to the Pool Facility by the Keyholder.
8. Take care and have responsibility at all times (including responsibility for health and safety) for all children and adults given access to the Pool facility by the Keyholder.
9. Ensure that a mobile phone is carried and is available to use in case an emergency arises whilst using the pool.
10. Be responsible for ensuring that every person given access to the Pool Facility by the Keyholder complies with the conditions of this agreement.
11. **Ensure that:**
  - a. Children under 8 years of age must be actively supervised by a responsible caregiver aged 18 years or over (actively supervised means watching your child/children at all times and able to provide immediate assistance);
  - b. The caregiver remains within sight in shallow water and within arm's reach in deep water (over the child's shoulders) of any child under 8 years of age.
  - c. Children between 8 years of age and 18 years of age are actively supervised by a responsible caregiver aged 18 years of age or over.
  - d. A reasonable number of adults, and at a minimum one adult, all of 18 years of age or over, are present within the Pool Facility when the Keyholder or a person given access by the Keyholder is swimming.

**Remember – there is NO LIFEGUARD ON DUTY**

**12. Ensure that:**

- a. There is no running, pushing, bombing, diving or any similar activity; and other displayed rules for safety are followed.
- b. Only proper swimming attire is worn and that no jeans are worn in the pool;

Last updated: 24<sup>th</sup> November 2014

Office: / Policies and Procedures / NAG 5: Health and Safety.

- c. Appropriate language and behaviour in the Pool Facility reflects that the Pool Facility is a resource for families (including no smoking or consumption of alcohol)
13. Advise (in confidence), the School Principal or School Property Manager of any inappropriate behaviour.
14. Return the key to the Trustees on request. If the Trustees advise that the Keyholder has breached the conditions of this agreement, no refund will be paid in this event, and the Trustees' decision will be final.
15. Immediately return the key at the end of the summer period.
16. Pay the amount of \$70 for the lease of the key for the Summer Period. A charge of \$20 bond will be made and refunded on the successful return of the pool key.

I have read, understood and accept the above conditions for using the Pool Facility. ☐ (pls tick)

I have received a copy of this agreement, and a pool key. ☐ (pls tick)

I agree that my name and phone number may be displayed as a keyholder at the pool. ☐ (pls tick)

Signature of Keyholder \_\_\_\_\_ Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Key Number: \_\_\_\_\_

Signed on behalf of the Trustees by Principal: \_\_\_\_\_ Date: \_\_\_\_\_

Mrs Julie Schumacher

#### **Acknowledgement, Waiver, Release and Indemnity**

##### **I agree, as keyholder, that**

The Clevedon School Board of Trustees, their employees, officials and volunteers and the Auckland Council, their employees, officials and volunteers are not responsible for any injury, loss or damage of any kind sustained by any person while utilizing the School's swimming pool amenities, including injury, loss or damage which might be caused by the negligence of the Clevedon School Board of Trustees, their employees, officials and volunteers and the Auckland Council, their employees, officials and volunteers

I understand that there is **NO LIFEGUARD ON DUTY** and that children must be accompanied by an adult at all times.

**I recognize and acknowledge** that there are certain dangers and risks of physical injury while swimming and using the pool amenities. I also understand that in order to be allowed access to the swimming pool I must give up my rights to hold the Clevedon School Board of Trustees, their employees, officials and volunteers and the Auckland Council, their employees, officials and volunteers liable for any injury or damage which I, my family members, or my guests may suffer however caused while utilizing the swimming pool amenities. **I voluntarily agree to assume the full risk** of any and all injuries, damages or loss, regardless of severity, that I, my family members, or my guests may sustain as a result of using the swimming pool whether or not I was personally present at the time. **I further agree to waive** and relinquish all claims against the Clevedon School Board of Trustees, their employees, officials and volunteers and the Auckland Council, their employees, officials and volunteers that I, my family members, or my guests may have as a result of using the swimming pool.

**I fully release and forever discharge** the Trustees, their employees and volunteers and the Auckland Council, their employees and volunteers from any and all claims for loss, damage, liability or cost that I, my family members, or my guests, or any and all children and adults given access to the Pool by me may incur or which may accrue to me or my minor child/ward or my guests and arising out of, connected with, or in any way associated with the swimming pool amenities.

**I Indemnify** the Clevedon School Board of the Trustees, their employees and volunteers and the Auckland Council, their employees and volunteers in respect of any loss, damage, liability or cost which the Trustees or the Auckland Council suffers or incurs as a result of my holding of the key, howsoever caused.

Signed by:

Keyholder \_\_\_\_\_ Witness \_\_\_\_\_ Date: \_\_\_\_\_ 2014