



Pool Terms and Conditions

FACILITY RENTAL AGREEMENT

This Agreement encompasses the following Policies:

- Recreation Facility Booking Policy – Policy Number CSD-2015-02
- Facility Cancellation Policy – October 1, 2017
- Sport Facility Allocation Policy – Policy Number CMS-2016-01

I understand that by signing this document, I am subject to the above-noted policies.

Definitions

- Rental – a contract/permit that has been confirmed and paid for a specific date and time
- Time Slot – a specified rental period e.g. 1 hour of ice time, two hours for a soccer field
- Cancellation Request – a written request received by the Facility Booking Office
- Regular Season or Session – a specified period of time the program activities occur throughout the year
- Rental Transfer – a date change for the same activity based on availability.

1. Lessee(s) must be a minimum of 18 years of age and must be in attendance for the entire event.
2. The Lessee agrees to take all reasonable steps to ensure that the event is carried on in a safe and orderly manner and to ensure the safety of all people attending or working at the event.
3. Alcohol, recreational cannabis and/or illegal drugs are NOT permitted in any area of the park.
4. The conditions of any facility or portion thereof must be left in the same condition or state as when accepted for use.
5. Certain facilities have additional rules and regulations specific to the type of activity. These rules and regulations, whether posted or verbal, must be followed as they pertain to the safe, healthy and proper use of the type of facility. Please see appendix A below, Swim Admission Standard and Facility Swim Test.

6. The Lessee agrees to place all garbage/recycling in the bags or containers provided at the completion of the rental.
7. The County of Brant assumes no responsibility for personal injury or damage or for lost or stolen articles of the Lessee, or anyone attending the function.
8. Failure to comply with the Terms and Conditions may result in the event being shut down and loss of future permitting privileges of municipally owned facilities.
9. The Smoke Free Ontario Act designates all municipal buildings as smoke free. The Lessee shall ensure that smoking in the Facility is not permitted.
10. The Lessee shall be responsible for all damages caused to the building, grounds, chattels and equipment belonging to the County of Brant, as a result of malicious damage or acts of vandalism as may have been perpetrated by members of the group before or after the rental period. Any repairs that are required as a result of damages will be invoiced to, and be the responsibility of, the Lessee and must be paid in full. Failure to pay the invoice forthwith may result in the rental contract being suspended until paid and future requests being denied. Frequent damages by any Lessee shall result in having their renting privileges revoked.
11. The Lessee shall comply with the facility's Fire Safety Plan as follows:
 - Make note of all locations of Fire Pull stations and Fire Extinguishers.
 - Make note of all fire exits. DO NOT BLOCK EXITS. All exits must be kept clear at all times. Fire regulation clearance is 3'6" for all doors.
 - Prior to the start of your event, inform occupants/guests that in the event of a fire, they must evacuate from the nearest exit to the designated safe area and remain on site until otherwise directed by the Fire Department.
12. The Lessee agrees to observe, comply with, keep and enforce all applicable laws and regulations, all insurance and related documents, and all rules, regulations and by-laws of the County of Brant and all departments, including but not limited to the Police and Fire Departments, as well as all provincial and federal rules and regulations, including but not limited to, those affecting sanitation, health, fire prevention, safety, noise and crowd control.
13. All Lessees and their invitees are responsible for adhering to the Respect & Responsibility Policy.
14. The Lessee agrees to defend, indemnify and save harmless the County of Brant, its elected officials, officers, employees, and agents/contractors from and against any and all actions, causes of action, suits, claims, demands, costs, damages, expenses or losses which they may bear, suffer or be put to arising out of or in any way connected with this agreement, and the use of the County of Brant facilities.. This indemnity shall survive this agreement.
15. Cancellations (excerpt from Facility Cancellation Policy, Oct. 2017):

The customer shall submit in writing a cancellation request.

 - 4.1.1 All rentals will be charged a \$15.00 cancellation administration fee to cancel a pool rental.

4.1.2 If the rental is cancelled due to rain, thunder or lightening, an opportunity to re-schedule will be offered at no charge.

Any cancellations caused by storms, floods, power failures, acts of God, business interruptions caused by mechanical failure of the County of Brant's equipment, pandemics, will be considered unavoidable and the Lessee will not be charged for cancellations of this nature, nor will the County be held responsible for any losses, whatsoever, arising from cancellations for circumstances outlined in this section.

16. Health and Safety Conditions

16.1. The Lessee acknowledges that there are health and safety matters that are outside of the County's control. The Lessee acknowledges that such health and safety concerns may require the County to, without notice, alter the terms and conditions of the permit, terminate this Agreement, and/or close County of Brant facilities. Upon receipt of any written notice, the Lessee shall forthwith comply with any and all newly amended, and/or additional terms as required by the County. Upon discovery of non-compliance with any term of this provision or any provincial order shall result in immediate termination of this Agreement and the Lessee's right to use the County of Brant Facility. The County of Brant shall not be responsible for any losses or damages (including but not limited to special, consequential, incidental, direct, or indirect) to the Lessee from any alteration or termination of this Permit.

16.2. The Lessee is responsible to ensure any and all Public Health directives and provincial orders, as applicable, are being strictly adhered to by the Lessee and all of the Lessee's invitees, guests, spectators and participants. Without limiting the generality of the foregoing, the Lessee is responsible for cleaning, sanitizing or disinfecting touch points.

I have read and on behalf of the Lessee agree to rent the Facility on the Dates and Times and for the intended purposes as indicated, and to pay the fees and to ensure compliance with the Terms and Conditions contained herein and attached hereto, and hereby warrant and represent execute this agreement on behalf of the Lessee and have sufficient power, authority and capacity to bind the Lessee with my signature.

Pool Admission and Supervision Standards

Appendix A

Paris Community Pool Admission Policy and Swim Admission Test

All patrons using the pool facility (whether during public programming or private rentals, with exception to instructional programming) are subject to follow the facility Admission Policy and Swim Admission Test.

Admission Policy

To ensure that your child(ren) has a safe and enjoyable swimming experience the County of Brant has implemented an admission policy for the Paris Community Pool. This allows our staff to identify young swimmers' abilities and ensure adequate supervision while in the pool and on the pool deck. Please note anyone entering the pool must pay admission. All children 9 years of age or younger are subject to the admission policy as follows:

Wristband	Age	Expectations
Red Band	5 years & younger	<ul style="list-style-type: none"> • All children 5 years of age and under will be given a red band upon admission to the facility. • Children with a red band must swim in the <u>shallow end with a parent/guardian</u> (15 years of age or older) • Children must remain within direct supervision (within arm's reach) of a parent/guardian. • Supervision ratio of 2 children to one parent/guardian is permitted (2:1)
Yellow Band	6-9 years	<ul style="list-style-type: none"> • All children between the ages of 6-9 years will be given a yellow band. • Children are able to challenge the facility swim test *please see below. • Children who pass the facility swim test will be given a green band in addition to their yellow band. They can then follow the green band expectations. • Children who do not pass the facility swim test will be given a red band in addition to their yellow band and will be expected to follow the red band expectations. • Supervision ratio for swimmers with yellow and red band combination remain 2 swimmers to one parent/guardian if not in a PFD (2:1). If all swimmers with yellow and red band combinations remain in PFDs throughout the swim this ratio can increase to 4 swimmers to one parent/guardian (4:1)
Green Band	6-9yrs	<ul style="list-style-type: none"> • Only issued to children 6-9 years who have passed the facility swim test. The swim test is valid for one visit only. Children will attempt the swim test on each visit in order to receive a green band. • Children with green bands are permitted to swim unaccompanied in the water and have access to both shallow and deep ends. • A parent/guardian must accompany them inside the facility and remain either in the water or on deck at all times the swimmer is present (parent/guardians accompanying a swimmer are to pay admission fees where applicable) • Any time a lifeguard has concern that a swimmer with a green band is no longer able to maintain the Swim

		Admission Standard they can request the swimmer re-take the swim test, this includes swimmers aged 6 to 9 years and swimmers 10+ years of age.
Blue Band	Ages 10+	<ul style="list-style-type: none"> • Children 10 years and older can swim anywhere in the pool (shallow and deep) unless otherwise communicated by the pool staff. • Children/Youth 12 years and under need to be accompanied by an adult (15 years +)

**Please note PFDs/ lifejackets are not permitted in the deep end at any time and may not be worn during use of slide or diving board.*

Swim Admission Test

All swimmers ages 6-9 years will be asked to complete the facility swim test by staff each time they visit the facility.

To successfully complete the facility swim test an individual must:

- Demonstrate comfort in the water and have their face in the water throughout.
- Swim a minimum of two widths of the pool, front swim, continuously in shallow water (not touching the bottom or pausing throughout).
- A swimmer can request a re-test if they do not successfully pass on their first attempt, but re-test will be completed at the discretion of the lifeguard(s) (decision will be based on number of patrons waiting to be tested, as well as the lifeguards judgment of swimmer safety).