

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



THIS AGREEMENT is dated the \_\_\_\_\_ day of \_\_\_\_\_ 2020

**BETWEEN the Board of MATAKANA 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 Matakana School Swimming Pool.

**WARNING! THERE ARE OBVIOUS KNOWN DANGERS INHERENT IN SWIMMING POOL ACTIVITIES. FOR EXAMPLE: FATAL DROWNING, NON-FATAL DROWNING AND SPINAL INJURY**

**THERE IS NO LIFEGUARD ON DUTY  
THEREFORE THE MATAKANA BOARD OF TRUSTEES  
STRONGLY RECOMMEND  
THAT A KEYHOLDER OR DESIGNATED PERSON HOLD A  
CURRENT FIRST AID CERTIFICATE or LIFESAVING QUALIFICATION**

**A. The Parties agree:**

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 Matakana School for the period commencing on **Wednesday 16th December 2020** and ending on **Friday 2nd April 2021** (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 parents of Matakana School.
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. 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.
4. Be responsible for ensuring that every person given access to the Pool Facility by the Keyholder complies with the conditions of this agreement.
5. Agree to their name being published on a list of keyholder's displayed in the pool area.
6. Only use the pool facility during the hours of **7am - 8pm** during the school holidays and between **4pm - 8pm** during term time. The pool may also be closed on an adhoc basis for school activities or exceptional maintenance requirements.
7. Be responsible for ensuring the Pool Facility is securely locked after entering and upon leaving the Pool Facility.
8. Be responsible for correctly covering the pool according to displayed instructions if the keyholder is the last user to leave the area before the scheduled 8.00pm closing time.

**C. The Keyholder shall ensure that:**

1. 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.
2. No dogs, pets, food or glass are permitted in the Pool Facility
3. A mobile phone is carried and is available to use in case an emergency arises whilst using the pool.
4. 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);
5. 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.
6. 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.
7. The gate is to be kept locked at all times and is opened only to allow people in and out.
8. There is no running, chasing, pushing, bombing, jumping, diving or annoying play; and other displayed rules for safety are followed.
9. Only proper swimming attire is worn and that no clothing is worn in the pool.
10. 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).
11. Children use the toilets next to Room 6 before and during swimming time.

12. The Keyholder or a delegated responsible person is familiar with and able to administer first aid from the First Aid kit located in the locked room next to the boys' changing room (Key is the same as the pool gate).
13. In the event of a faecal/vomit accident, you must evacuate the pool immediately and then follow the instructions provided with the faecal/vomit accident kits located in the locked room next to the boys' changing room.
14. The pool cover must be treated with care. No sitting or jumping on or from the pool cover roller. The pool cover must be rolled up fully before each swimming session, and the cover should be placed on the pool when your session finishes. **DO NOT TIE IT DOWN.**

**D. The Keyholder will:**

1. Advise (in confidence), the School Principal or School Property Manager of any inappropriate behaviour.
2. 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.
3. Immediately return the key at the end of the summer period.
4. Pay the amount of **\$150** for the lease of the key for the Summer Period. A **\$20** bond will be 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)

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

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

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

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

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

Mr Darrel Goosen

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

**I agree, as Keyholder, that**

The Matakana School Board of Trustees, their employees, officials and volunteers are not responsible for any injury, loss or damage of any kind sustained by myself or any person while utilizing the School's swimming pool amenities, including injury, loss or damage.

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 Matakana School Board of Trustees, 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 Matakana School Board of Trustees, their employees, officials 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 Matakana School Board of Trustees, 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 Matakana School Board of Trustees, their employees and volunteers in respect of any loss, damage, liability or cost which the Trustees suffer or incurs as a result of my holding of the key, however caused.

Signed by: \_\_\_\_\_

Keyholder: \_\_\_\_\_ Date: \_\_\_\_\_