



## AGREEMENT FOR THE USE OF THE ŌTŪMOETAI PRIMARY SCHOOL SWIMMING POOL AFTER SCHOOL AND DURING SUMMER WEEKENDS AND SCHOOL HOLIDAYS 2024/2025

Please read and complete all highlighted sections then return this form to the PTA box in the library with cash - \$100 (includes \$20 bond) prior to Friday 6th December. Forms will be processed Friday 6th December, keys issued on Monday 9th December.

THIS AGREEMENT IS BETWEEN the BOARD of ŌTŪMOETAI PRIMARY SCHOOL (“Trustees”) AND (“Keyholder”) (collectively “Parties”)

Please read this form carefully and be aware that in utilising 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 utilising any and all amenities connected with and associated with the Ōtūmoetai Primary 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 facility located at Ōtūmoetai Primary School (Pool Facility) for the period commencing on or after 9<sup>th</sup> December 2024 and ending on a date to be advised in 2025 (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 keyholders displayed in the pool area if required.
4. Only use the Pool Facility during the following hours:
  - Term Time: Monday to Friday, 3:10pm – 8pm.
  - Weekends, and Weekdays during School Holidays 9am – 8pm 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 that the Pool Facility is securely locked after entering and upon leaving the Pool Facility. 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. 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. **Remember – there is NO LIFEGUARD ON DUTY.** Ensure that a mobile phone is carried and is available to use in case an emergency arises whilst using the Pool Facility. Be responsible for ensuring that every person given access to the Pool Facility by the Keyholder complies with the conditions of this agreement.
6. Advise the School Principal and/or School Property Manager (in confidence) of any inappropriate behaviour, injury or identified hazards.
7. 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.
8. Immediately return the key at the end of the summer period.

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Please read and  
complete both  
sides.**

9. Pay the amount of \$100 for the lease of the key for the Summer Period. This includes a \$20 bond that will be refunded on the successful return of the pool key at the end of the Summer Period.
10. Ensure that: Children under 8 years of age are 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). 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. Children between 8 years of age and 17 years of age are actively supervised by a responsible caregiver aged 18 years of age or over. A reasonable number of responsible caregivers all of 18 years of age or over, are present within the Pool Facility when children given access by the Keyholder are swimming. Anyone who has had diarrhoea in the last two weeks must stay out of the pool (NZS 5826:2010).

There is to be no running, pushing, bombing, diving, or any similar activity; and other displayed rules for safety are followed. Only proper swimming attire is worn i.e. no jeans are to be worn in the pool. The Pool Facility is a resource for families. There is to be no swearing, inappropriate language, smoking, vaping or consumption of drugs or alcohol.

**Keyholder Acknowledgement, Waiver, Release, and Indemnity**

I agree, as Keyholder, that the Trustees, their employees, officials and volunteers are not responsible for any injury, loss or damage of any kind sustained by any person while utilising the pool Facility, including injury, loss or damage which might be caused by the negligence of the Ōtūmoetai Primary School Board of Trustees, 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 Facility. I also understand that in order to be allowed access to the Pool facility I must give up my rights to hold the 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 utilising the Pool Facility. 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 Pool Facility whether or not I was personally present at the time. I further agree to waive and relinquish all claims against the Trustees, their employees, officials, and volunteers that I, my family members, or my guests may have as a result of using the Pool Facility.

I fully release and forever discharge the Trustees, their employees, officials 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 Facility by me may incur or which may accrue to me or my child/ward or my guests and arising out of, connected with, or in any way associated with the Pool Facility.

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

**I have read, understood, and accept the above conditions for using the Pool Facility.**

**I agree that my name and phone number may be displayed as a keyholder at the pool.**

**Signed by:**

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

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

**Address:** \_\_\_\_\_ **Mobile:** \_\_\_\_\_

**Child's name:** \_\_\_\_\_ **Room #:** \_\_\_\_\_

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

Signed on behalf of the Board of Trustees: \_\_\_\_\_ Date: \_\_\_\_\_

**Please ensure all highlighted sections are completed. Return form and payment to the PTA box in the library.**

**Forms collected from the PTA box in the library and keys issued at 3pm Monday 9th December.**