

HYDROTHERAPY POOL USERS' AGREEMENT

PLEASE READ CAREFULLY

I, (Please print) .....(The hirer)  
understand that Murray Human Services Inc. is not responsible for my health and safety  
or that of those in my group, during the times I have arranged to use the Murray Human  
Services Hydrotherapy Pool.

I am over the age of eighteen years. Proof of age may be required.

I also understand that having access to the pool places the hirer in a position of trust and  
I therefore undertake to exercise all reasonable care in using the facilities, equipment  
and AGREE TO ABIDE BY THE CONDITIONS OF USE AS STATED BELOW:

**1. Health and Safety Rules**

- Learn to swim groups or other group users must have an appropriately qualified person on duty in the pool area as in a Life Guard. Note - Contact Administration at Murray Human Services Inc. who may be able to assist with contact details of qualified persons and give you the current hourly rate;
- No diving or jumping from the pool edge;
- No pushing or shoving in the pool area;
- No excessive splashing or undue disturbances in the pool area;
- No beverage or food may be consumed in the pool area;
- No smoking in the pool area. Smoking is prohibited in all Murray Human Services Inc, buildings.
- Surrounds and toilets to be left clean and tidy;
- Children must be supervised properly at all times;
- All bathers shall shower thoroughly before entering the pool;
- Admissions will be refused to anyone with skin abrasions, bandages, infections, cold or signs of intoxication;
- No glass containers of any kind, food, intoxicants or pets will be permitted in the pool area;
- Cost of any damage to Association property will be charged to the individual responsible or the person who signed on behalf of the group or the family of the individual responsible;
- All people must sign in when entering and leaving the pool area.

**2. Bookings and Current Fee**

- Use of the hydrotherapy pool can be booked in no more than 3 month block bookings;
- All private users:       \$66.00 for **one** session per week for a month.  
                                      \$100.00 for **two** sessions per week for a month.
- Commercial users:       \$135.00 for **one** session per week for a month.  
                                      \$210.00 for **two** sessions per week for a month.
- A 'session' is defined as one entry to the pool per week.
- **Lifeguard rate:       \$25.00 per hour (2 hour minimum may apply)**

*Note: the above rates are GST free and will apply when the pool is to be used for Therapy. 10% GST will be added for swimming lessons etc.*

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**3. Key-pin Numbers**

- Authorised access Key-pin numbers to the hydrotherapy pool gives access to a valuable facility. This facility must be kept with the utmost care and used in a trustworthy and responsible manner;
- The Key-pin number must not be transferred to anyone;
- The Key-pin number will be changed frequently;
- There will be random checks of the hydrotherapy pool by designated Murray Human Services staff to ensure security of access and use.

**4. Usage**

- Offensive and abusive language or behaviour is prohibited;
- At the conclusion of your session make sure the windows are closed and the door is locked;
- Pool cover must be replaced;
- Water in the pool is not to be 'topped up' by new water as it is a hydrotherapy pool which must be maintained at a constant 32 degrees Celsius at all times;
- Do not expect exclusive use of pool.

**5. Closure of Pool**

- The pool may be closed for necessary maintenance or for any reason deemed necessary by the Executive Officer or designate.

**6. Emergency**

- In case of an emergency, there is a telephone in the room off the pool with telephone numbers programmed into the telephone. This telephone is accessible by unsnibbing the door to gain entry.

**7. Problems**

- If there is a problem or if you find anything that needs attention regarding the facility or the equipment, please contact Administration immediately at the Francis Street location – 5480 6611 or 0409 415 052;
- Attention will be given to any other matters referred to the Executive Officer by staff of Murray Human Services Inc. from time to time.

**8. Valuables**

- It is strongly advised that any valuables eg watches, jewellery, money, are not brought into the pool area;
- Murray Human Services Inc. accepts no liability for valuables.

**9. Warning**

- It is advised that you do not wear good bathers/swimmers/T shirts in the pool, as the high temperature of the water in the pool and the chlorine level may fade your swimming attire.

**10. Number of Pool Users**

- There must be an observer in the pool area at all times when a person is in the water;
- The maximum number of people using the pool at any one time is 15.

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**OWN RISK AGREEMENT**

My signature below acknowledges my understanding and acceptance of the Pool Users Agreement.

The hirer will indemnify the Board of Management, staff and volunteers of Murray Human Services Inc. from all actions, suits or demands, costs and expenses it may incur or for which it may become liable arising out of or in connection with the hydrotherapy pool, including any injury to any person entering the Murray Human Services grounds or facilities as a result or in connection with the hirer's use of the hydrotherapy pool.

The hirer guarantees to Murray Human Services Inc. that due and punctual performance and observance of all obligations pursuant to the pool Users Agreement will be carried out. The hirer shall indemnify Murray Human Services Inc. against any loss howsoever arising as a consequence of the hirer's use of the hydrotherapy pool or its failure to satisfy the conditions of hire.

The hirer's use of the facility will not create a public nuisance. Murray Human Services Inc. may terminate the hirer's use of the hydrotherapy pool if a public nuisance is created.

The pool facility must be undamaged and clean at the end of the hire period. All damage to the pool will be the hirer's responsibility. Any additional cleaning or repair of damage that is required to return the facility to its pre-hire condition will be arranged by Murray Human Services Inc. and charged to the hirer.

(Optional)

Do you have your own personal risk Insurance- (Please circle) Yes No

Signed .....

Name (Please print) .....

Date .....

Telephone A/H .....

Telephone B/H .....

OR

For and on behalf of .....

(Name of Group)

Signed .....

Name (Please print) .....

Date .....

Number of Pool Users .....

Telephone A/H .....

Telephone B/H .....