

WELLS COMMUNITY POOL AGREEMENT WITH SWIM TEAMS

1. Approval/disapproval of the use of the Wells Community Pool shall be made on an annual basis. A swim team representative must appear before the Park Board at the first meeting in March each year. Fees will be **\$700.00**
2. Payment shall be made by payable to “Wells Community Pool Non-Reverting Fund” and due in full by July 1st.
3. Practice times shall be set at the March meeting.
4. Swim meet schedules should be to the Park Superintendent no later than May 15th of the current year. Meets shall not be scheduled for Saturdays or Sundays without prior approval by the Park Board.
5. Home meets must be spread over June and July, rather than all occurring within the same month.
6. Pool employees, especially managers and maintenance staff, are to have full access to the pool and its facilities at all times, without question.
7. Pool facility maintenance takes precedent over swim practices/meets. This includes but is not limited to pool water cleaning.
8. Questions and concerns are to be directed to the Park Superintendent or pool managers and must be from a swim team board member, not a parent.
9. No admittance of Swim Team members, family, or spectators before 5:30 p.m. on swim meet nights. Persons setting up for the meet will be allowed no earlier than 5:10 p.m. This gives the pool personnel time to complete their cleaning duties from the business day.
10. Swim Team will have access only to the basket, shower/restrooms, and First Aid rooms. Lost and found and other equipment must be stored in your storage shed.
11. Phones are for adult (or supervised students) use only. No long-distance phone calls are to be made.
12. The pool slides are not to be used without permission from the Park Superintendent or Pool Manager.
13. Facilities are to be free of trash after all practices and meets.
14. Violation of these regulations can result in the loss of pool privileges by the team(s) and forfeiture of all fees.
15. The Pool Manager (or their designate) has the authority to take any action they believe is proper and prudent in the event it becomes necessary, in their judgment, to preserve order or to ensure public safety.
16. Team officials have the right to appeal to the Park Board should a disagreement occur.
17. The Swim Team is to provide the key to the pool manager on the first day of practice for their bulletin board. The Swim Team shall be responsible for items on the bulletin board and remove them from outside the building at the end of the season.

WELLS COMMUNITY POOL AGREEMENT WITH SWIM TEAMS

Waiver and Release from Liability

In consideration for the use of the Wells Community Swimming Pool, I, the undersigned on behalf of _____ (hereinafter "the Organization"), HEREBY WAIVE, RELEASE AND DISCHARGE, and all claims or liabilities for death, personal injury, property damage, theft or damages of any kind, whether or not attributable to the negligence of the releasees, the City of Bluffton, the Bluffton Park Department, the Mayor of Bluffton, the Common Council of the City of Bluffton, Bluffton Board of Public Works and Safety, and any agents successors, assigns or employees of any of the foregoing which may arise out of the use of The Wells Community Swimming Pool by the Organization for practices or meets during the 2022 season.

THE ORGANIZATION AGREES NOT TO SUE any of the persons or entities mentioned above for any claims or liabilities that I have waived, released, or discharged herein.

THE ORGANIZATION AGREES TO INDEMNIFY AND HOLD HARMLESS, any person or entity identified in the preceding paragraphs from any claims asserted by participants in the organization or spectators at the meets which may arise out of the use of the Wells Community Swimming Pool by the Organization for league meets or practices during the **2022** season.

I HEREBY CERTIFY THAT I HAVE THE AUTHORITY TO SIGN THIS RELEASE ON BEHALF OF THE FOLLOWING ORGANIZATION.

Date: _____

Organization

Signature

Printed Name