

GROVEPORT AQUATIC CENTER
Seasonal Membership Contract 2009
(Page 2 of 2)

LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT

In signing this release (on page 1) for myself and for any named immediate family member and minor participant(s), I acknowledge and understand that as a participant at the Groveport Aquatic Center (hereinafter GAC) and/or any other Village of Groveport (hereinafter VOG) facility, activity or program, I/we will be exposed to risks of serious bodily injury, sickness or death due to circumstances inherent in the VOG facilities, activities and programs, including the negligent acts or omissions of others. I acknowledge that there are a variety of risks and dangers inherent in recreational activities and facilities, including but not limited to: sports related injuries; collision with stationary objects; falls; risks associated with water-related activities (including diving injuries and drowning); adverse environmental conditions or any other conditions which may cause heat stroke, heat exhaustion, hypothermia or any other illness or injury; physical contact between participants; injuries related to overexertion; slippery floors; misuse or inexperience with equipment. In exchange for or being permitted to participate, I voluntarily agree to assume all of these risks and other risks inherent in participating in such activities, programs and facilities. I acknowledge that I (or the participants for whom I sign) have/has no physical limitations, or disabilities of any kind which would restrict me or them from participating. I agree to make VOG staff aware of any special accommodations that may be needed at the time of registration and I agree to note such special accommodations on said form. Despite these dangers, and in consideration of the VOG accepting my registration, I for myself and/or the immediate family member minor participant(s) for whom I am signing, all heirs, executors, administrators and assigns, agree to hold harmless and release the VOG, its board and council, officers, officials, employees, volunteers and other representatives from all claims for liability or legal responsibility for any damage or loss of any kind, including personal property or death, property damage, and economic loss, arising from my participation in and/or use of the GAC and/or any other VOG facility, activity or program. I further, on behalf of myself or any named immediate family member minor participant(s) for whom I am signing, agree to protect, indemnify and hold harmless the VOG and the listed persons and entities for any and all cost, liability, expense and claim arising from any act or omission committed by myself or the named participant related to the VOG's facilities, activities and programs, and/or other activities or programs sponsored by or affiliated with the VOG. I further, on behalf of myself or for any named immediate family member minor participant(s) for whom I am signing, agree to follow all facility, activity or program rules and regulations, and realize that my right to participate may be terminated by the VOG at any point in time for not adhering to said rules and regulations. The VOG does not issue refunds for memberships that have been terminated by the VOG.

I do hereby grant and give these groups the right to use my and my child's photographic image with or without my child's name, both single and in conjunction with other persons or objects for any and all purposes. For the consideration stated above, I further agree that in the event that my child repudiates or attempts to repudiate such release, I will indemnify and save harmless the VOG, its successors and assigns, for any loss and damage occasioned hereby.

The VOG reserves the right to rule on any matter not specifically covered in Membership Contract, and to change policies as necessary. In the event that applicant falsifies the information on the Membership Contract, the VOG reserves the right to collect any monies due to falsification and/or terminate the contract immediately without compensation to the applicant.

GROVEPORT AQUATIC CENTER

- Rules & Regulations - (page 1 of 1; revised 3-25-09)

GENERAL RULES:

- To receive Groveport Resident Rate, you must provide a Groveport Parks & Recreation Department issued "Resident ID Card" (available at Groveport Recreation Center).
- All patrons must pay or scan their membership card at the Cashier booth prior to entering the Aquatic Center.
- Children under 10 years of age must be accompanied by a responsible adult (18 or over) who intends to directly supervise them during the entire visit.
- Children under 5 years of age must have an adult (18 or over) within arms reach of them at all times.
- Groups bringing children to the Aquatic Center must have at least one adult per every 5 children and are responsible for the supervision of those children.
- Outside food & drink, are not permitted, with the exception of water.
- Swimming is only permitted when lifeguards are on duty. Only lifeguards are permitted in the lifeguard stands.
- Lined bathing suits are required. Shorts (including basketball shorts), cut-offs and thongs may not be worn.
- Swim diapers with external rubber membrane and bathing suit must be worn by those that are not yet toilet trained. Diapers must be changed in the restrooms only.
- Smoking, smokeless tobacco, alcohol, glass containers, gum, squirt guns & snorkels are prohibited. Smoking is permitted in a designated area (a minimum of 25 feet away from the building).
- Patrons are encouraged to place their personal items (e.g., duffel bags, purses, etc.) in the facility's lockers. A patron shall be charged \$10 for any locker key that is lost.
- Patrons may bring their own life vest for use at the facility. All life vests must be U.S. Coast Guard Approved. Because water wings, baby seat floaters, suits with built-in flotation devices and water noodles provide a "false sense of security", they are not permitted to be used or worn in the facility.
- Diving is not permitted from the pool deck.
- Private swimming lessons are not permitted.
- The last 10-minutes of each hour are designated for adult swim/safety break. Adults may swim with their children (2 years of age & under). All others must clear the pool immediately.
- The Village of Groveport is not responsible for any lost or stolen items.
- A patron may only use one lounge chair.
- Membership ID Cards are not transferable. Patrons that are found in fraudulent use of an ID card are subject to removal from the facility and forfeiture of ID card. A \$5.00 fee will be charged for any card that is reissued.
- Patrons must observe the posted rules & regulations. Violators will be subject to revocation of their membership cards and/or removal from the facility.
- The Village of Groveport reserves the right to rule on any matter not specifically covered in the rules & regulations and to make any decision it deems necessary for the best interest of the Village of Groveport.
- The Groveport Aquatic Center is a seasonal, weather-dependent operation. At times of cool or rainy weather or any condition considered unsafe, the Aquatic Center may be closed at the discretion of the Parks & Recreation Department.
- RAIN CHECKS - In the event that the pool suspends operation or closes due to inclement weather, lightening in the area or water contamination and you have been at the facility for 60-minutes or less, our staff will issue you a RAIN CHECK to be used at a later date provided that you have kept your receipt which is dated and time stamped. It is your responsibility to keep your receipt. Please present your receipt to our front desk staff so we may assist you. NOTE: This

policy only applies to daily fee patrons or patrons presenting daily pass cards, not membership holders.

WATER SLIDES:

- Riders must be at least 48 inches tall and be able to swim unassisted to the ladder.
- Persons that are pregnant or have heart, neck or back trouble are advised NOT to ride on the slides
- Riders must keep arms inside the slide, cross arms at chest.
- Speed slide riders must lie down on their backs feet first. Sitting up is not allowed. Riders may not swing from cross bar.
- Upon entering the water, keep feet and legs up.
- Riders must follow directions given by dispatcher.
- Riders may only ride solo and feet first at all times.
- Riders may not run, dive, kneel, rotate, stop or form chains while on the slides.
- Eye glasses must be securely fastened to riders with head straps.
- Jewelry, suits with zippers, t-shirts and life vests may not be worn.
- Riders must exit the slide landing area immediately.
- Riders that do not follow the posted rules may be removed from the facility.

LAZY RIVER:

- Persons must be at least 42 inches tall and be able to swim unassisted to the designated exit.
- During open swimming Inner tubes must be used by all patrons. Persons may only walk against or with the current during designated aquatic exercise programs.
- Riders shall remain on the inner tubes at all times.
- One rider per single tube; (2) riders per double tube.
- Riders must follow all instructions given by aquatic staff.

DIVING BOARDS:

- *Persons that are pregnant and persons with heart conditions or back trouble are advised NOT to use the diving boards.*
- Diving is not permitted from the sides of the pool.
- Only one person at a time is permitted on the board and ladder.
- Divers must dive straight off of the diving board.
- Only one bounce per dive is permitted.
- Divers must wait until the person in front of him/her has reached the side of the pool before diving.
- Divers must swim directly over to the nearest ladder after diving.
- Swimming under the diving board or hanging from the board is not permitted.

LANE AREA:

- The roped off area is for continuous lap swimming (when applicable).
- Swimmers must swim in a counter-clockwise circle direction and share lanes (when applicable).
- Swimmers may not sit on or swim under the lane markers.
- Stopping in the lanes is not permitted.

TOTS SPRAYGROUND:

- Tots Sprayground is reserved for children 6 years of age and younger, along with parents.

CONCESSION AREA:

- With the exception of water, food & drink may NOT be taken out of the concession area.
- Food brought from home/restaurant may be consumed outside of the confines of the Groveport Aquatic Center.
- Please dispose of your trash in the containers.

LIGHTENING SAFETY:

- In the event of lightening or thunder, the pool and pool deck will be evacuated. The pool will reopen in 30-minutes provided that there has been no thunder or lightening in the area. Thank you for your cooperation.

GROVEPORT AQUATIC CENTER

- Membership Policies -

(Effective April 1, 2006; page 1 of 1)

GENERAL INFORMATION...

- Memberships must be purchased in-person at the Groveport Recreation Center, 7370 Groveport Rd., Groveport, OH 43125.
- In the event that a patron falsifies the information on his or her Membership Application & Contract, the Village of Groveport reserves the right to collect any monies owed due to falsification and/or terminate the contract immediately without compensation to the patron.
- Family members under 18 years of age must have a parent or legal guardian complete and sign the Membership Application & Contract.
- Infants (0 – 2 Yrs.), Children (under 18 years of age) and seniors (55+ Yrs.) must provide proof of age.
- Patrons are required to complete a new contract at renewal.
- Children attending the facility without the presence of their resident parent/guardian or a Resident I.D. Card (available at the Groveport Recreation Center) will be charged the Non-Resident Rate.

GROVEPORT RESIDENT is defined as...

- Any individual residing within the corporate limits of the Village of Groveport. This includes anyone within Taxing District Number 185. Individuals are required to provide a valid Ohio Driver's License or State Identification Card accompanied by a Groveport Water Bill, another utility bill or tax bill.

GROVEPORT CORPORATE RESIDENT is defined as...

- Any individual that lives outside the corporate limits of the Village of Groveport, but is employed within the corporate limits of the Village of Groveport. Individual is required to provide a recent pay stub showing the person's name and business address. Individual must provide a valid company photo identification card.

FAMILY MEMBERSHIP CLASSIFICATION is defined as...

- A family is defined as a married couple (as recognized by the State of Ohio) or single adult, and any children. Children must be residing in the same household, claimed on the adult's most recent federal income tax return and attending a primary or secondary school, university, college or trade school full time (12 credit hours or more). Adult's most recent federal tax return, birth certificate for each child and proof of enrollment in primary, secondary, university, college or trade school are required at the time of purchase.

SENIOR ADULT is defined as...

- Any individual that is 55 years of age or older. Proof of age is required at the time of purchase.

AGE is defined as...

- An individual's age shall be determined as of the purchase date of the membership. Rates will not be prorated for persons changing age classifications within the year of their membership.

PROGRAM FEES...

Non-Residents that purchase a Groveport Aquatic Center membership shall be charged resident program fees for programs offered at the Groveport Aquatic Center.

MEMBERSHIP CANCELLATIONS/TRANSFERS:

Membership cancellations will not be granted and pro-rated refunds will not be given, except for the following hardship cases:

1. **Job transfer outside a 25-mile radius of the Groveport Recreation Center.** Patron must provide a letter from his/her Human Resource Department stating that he/she has been transferred within the same company. Patron must provide forwarding business address and phone number for verification.
2. **Relocation/Move outside a 25-mile radius of the Groveport Recreation Center.** Patron must provide mortgage/lease documents (proof of move) with new address and phone number for verification.
3. **Medical condition of an indefinite nature.** In the case of medical condition, the following options are available: (a). Member may receive a pro-rated refund if patron provides a letter from his/her physician stating that patron has a medical restriction of an indefinite nature. (b). Member may request to have their membership "put on hold" provided that member provides a letter from physician stating how long patron is on medical restriction (Note: medical restrictions are limited to no longer than six months).
4. **Patron death** (copy of Death Certificate or obituary required).

In the event that patron does not meet any of the above hardship criteria and would like to cancel/transfer their membership, patron may submit a letter explaining their need to cancel/transfer their membership to the Parks & Recreation Director (7370 Groveport Rd., Groveport, OH 43125) for consideration. The Village Administrator, upon recommendation of the Parks & Recreation Director, will make the final decision regarding special requests.

MISC.

The Village of Groveport reserves the right to rule on any other matter not specifically covered in the above policies, and to change policies as deemed necessary.