

## Richmond Heights Pool: Rules, Code of Conduct and Usage Agreement – 2018

It is important to remember that we share our facilities with young children, teens, older persons, and people of all backgrounds and physical abilities. We can make the Richmond Heights Community Pool a positive place for all by demonstrating the core values of caring, honesty, respect and responsibility.

Patrons of the pool are expected to:

- Respect all residents, visitors and staff
- Use appropriate language at all times
- Use pool facilities and equipment only for their intended and appropriate purpose
- Report any and all violations to staff to ensure a safe and positive environment
- Follow all instructions given by Pool Staff Members
- Provide swim diapers for children that are not toilet trained
- Use proper swim attire

The following are not permitted on Richmond Heights Community Pool premises:

- Inappropriate sexual or, physical contact
- Sexually explicit conversation or behavior
- Posturing, bullying or intimidation
- Physical contact with another person in an angry, aggressive, inappropriate or threatening way. This includes, harassment or intimidation by words, gestures, body language, or any type of menacing behavior
- Verbally abusive behavior, including angry or vulgar language, swearing, name-calling or shouting
- Discriminatory speech or actions
- Using or possessing alcohol (unless express permission is granted, in advance and in writing, for special events)
- Illegal Drugs or other controlled substances
- Smoking, including e-cigarettes and vaporizers
- Personal floatation devices, such as life preservers, vests and puddle jumpers are permitted so long as the person using these devices is accompanied by a swimming adult. These will not be provided by the City of Richmond Heights. Floats, toys, beach balls, and other non-safety items are prohibited. Please ask the lifeguard if you are unsure as to whether the item is allowed.
- Theft or behavior that results in the destruction or loss of property
- Loitering within or on the grounds of the community pool
- No glass containers of any kind are permitted in the pool/spray ground area
- Any other behavior deemed in conflict with the above by the Richmond Heights/HWW supervisory staff

*Patrons in violation of the Richmond Heights/Hastings Water Works policies and procedures, or for any other improper and/or inappropriate conduct, may be disciplined. Disciplinary action taken is at the sole discretion of the City of Richmond Heights/HWW and it reserves the right to take whatever action is appropriate based on the nature of the violation. Discipline may result in removal from the pool and/or grounds, verbal or final warning, suspension, or immediate termination of pool membership and privileges.*

AGE(S) AND USE OF THE POOL:

1. Children, ages 12 and under, MUST BE ACCOMPANIED by an adult, aged 18 or over, at all times, while on the pool grounds. One adult can be responsible for no more than three (3) non-swimmer children under the age of 12 while they are in the water.
2. Children, ages 13-18, may be at the pool unaccompanied provided that this form has been filled out and signed, in advance, by a parent or legal guardian for each child.
3. Individuals 18 and over have unlimited access to the pool, during normal business hours, subject to the terms and conditions of this Agreement.

## POOL HOURS. AUTOMATIC CLOSINGS AND EXTENDED OPENINGS:

To the extent possible and weather permitting, the pool shall remain open during the hours published in the pool schedule with the following exceptions:

1. If the daily weather forecast, as determined the evening prior to a scheduled opening, indicates a predicted high temperature for the City of Richmond Heights, Ohio of 70° F or below, the pool will NOT OPEN the following day. Every effort will be made to provide advance notification, via email, to those individuals who provided an email address when obtaining a pool pass or purchasing lessons.
2. If the daily weather forecast, as determined the evening prior to a scheduled opening, indicates a predicted high temperature for the City of Richmond Heights, Ohio of 90° F or above, the pool will EXTEND ITS HOURS for one additional hour the following day.

## SWIMMING SKILLS ASSESSMENT

Hastings Water Works and the Richmond Heights Pool are committed to providing a safe and enjoyable pool experience for all. All children 12 and under must participate in a swimming skills assessment. Lifeguards will gladly conduct one swim assessment per child per day when staffing and space are available. HWW and the Richmond Heights Pool reserves the right to test all swimmers regardless of age.

- **Swim Test:** All children 12 and under must swim one length of the pool freestyle without stopping and using proper swim technique which includes rhythmic breathing. All children who successfully pass this test will have their name added to a list of swimmers who have successfully passed the swim test. If someone has their name added to the list after successfully passing the swim test, they will not have to take the swim test again. All children who do not pass this test will receive a red wristband for the day.

## PHOTO AND VIDEO RELEASE WAIVER

By signing this release from, I hereby authorize, on behalf of myself and/or my minor child, the City of Richmond Heights, Ohio ("City") and the Hastings Water Works ("HWW"), their agents, officials, assigns, employees, volunteers, and/or officers, to use the following personal information of mine and/or my minor child:

1. Picture(s) of me, and or my minor child, including photos, motion pictures, electronic images, drawings and/or paintings;
2. Recordings of my voice including sound and video recordings.

I hereby grant the City and/or HWW, their subsidiaries, licensees, successors, and assigns, the right to use, publish, broadcast, distribute, in all media without limitation, reproduce, post, upload, download and print, for all lawful purposes, pictures and/or recordings of me and/or my minor child as identified herein. My permission extends to all languages, media, formats, and markets now known, or hereafter devised and my permission is perpetual unless expressly revoked by me in writing.

I hereby waive the right to receive payment of any kind for signing this release and/or for having my pictures and/or recordings, or pictures and recordings of my minor child, used by the City and/or HWW for any of the purposes authorized by this release. I further waive the right to inspect, approve, and/or edit the use by the City and/or HWW of my pictures and/or recordings, or those of my minor child, described herein.

CONSENT, ASSUMPTION OF RISK AND RELEASE OF LIABILITY FOR RICHMOND HEIGHTS POOL

AS A CONDITION OF AND IN CONSIDERATION OF using the Richmond Heights municipal pool (the "Pool"), this Consent, Assumption of Risk and Release of Liability is signed by me, on behalf of myself and/or my minor child, and undertaken by me as my own personal and voluntary decision.

1. I understand and acknowledge that the City of Richmond Heights ("City"), requires no person to use the Pool, and that my election to use the Pool, and/or permit my minor child to use the Pool, is my personal decision and entirely voluntary.
2. I EXPRESSLY ACKNOWLEDGE AND UNDERSTAND that using the Pool can be dangerous and involves the risk, which can be significant, of serious injury, permanent disability, illness, drowning, contraction/transmittal of diseases and/or death. I affirm that I am aware of my physical condition and warrant and represent that I am fully able to use the Pool and that I know of no restrictions, physical impairments, or any other facts, which in any manner limit my use of the Pool, or limit the use of the Pool by my minor child. I further acknowledge that I, and or my minor child, is (am) using the Pool voluntarily at our own risk.
3. WAIVER OF LIABILITY. I knowingly and freely assume all such risks, on my behalf, and/or behalf of my minor child, associated with using the Pool, both known and unknown, even if arising from negligence, and assume full responsibility for my participation. On behalf of myself, my heirs, assigns, personal representatives and next of kin, I hereby RELEASE, DISCHARGE, COVENANT NOT TO SUE and HOLD HARMLESS the City and the Pool, and HWW their employees, officials, officers and agents (hereinafter referred to collectively as "Releasees") from any and all liability, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, that might arise from my use, or the use by my minor child of the Pool, including but not limited to any and all injury, disability, illness, death, loss of time, loss or damage to person or property or other side effects that may result from use of the Pool to the fullest extent permitted by law. The undersigned further expressly agrees that this Consent, Assumption of Risk and Release of Liability agreement is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**I HAVE READ THIS AGREEMENT AND CONSENT, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

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**Participant Signature**

**Date**

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**Print name of parent or legal guardian of participant who is under age 18**

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**Print Name**

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**Parent or Legal Guardian Signature**

**Date**

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**Email for notifications**