

Conditions of Entry

1. Child safe

- a. Melbourne City Council (and/ if applicable the operator of this facility) is committed to being a child safe organisation and has zero tolerance for child abuse. If you believe that a child is unsafe while at or using this facility, you must report it to staff immediately.
- b. **Children under 5 years** of age must be accompanied by a responsible person at all times **and** be within arm's reach of that person **and** if there is a pool, only enter the pool together with that responsible person unless specific prior consent is provided by a lifeguard or aquatic education instructor. The responsible person must alert staff that the child is under 5 upon entry so that a pink wristband can be assigned and this must be worn by the child at all times.
- c. **Children between 5 and under 12 years** of age must be accompanied by a responsible person at all times **and** be constantly and actively supervised by that responsible person with the person having a clear and unobstructed view of the child and their surrounds. The responsible person must alert staff that the child is between 5 and 12 upon entry so that a yellow wristband can be assigned and this must be worn by the child at all times.
- d. **Children of any age** will be removed from the water if the lifeguard believes they are unsafe. If a child deemed unsafe is **12 years or older** and not accompanied by a responsible person, they will be asked to leave the facility.
- e. **Groups of children under the age of 12** must not exceed the ratio of 1 responsible person to 4 children. **Groups of children under the age of 5** must not exceed a ratio of 1 responsible person to 2 children.

Note – Responsible person must be aged 17 years or older and able to enter the water in the event of an emergency.

Swimming (if this facility has a pool) and alerting staff to medical issues

- f. A lifeguard may direct any person to immediately leave the pool or if needed, remove any person from the pool, for **safety** or any other reason.
- g. You must **identify yourself to a lifeguard** on duty before entering the pool as a basic or new swimmer if you cannot swim two continuous full laps of the pool unaided and tread water continuously for a minimum of 1 minute unaided.
- h. You must **alert staff** before undertaking exercise or recreation at this facility of any medical condition or illness you have which may impact your health and wellbeing or the health and wellbeing of others.

2. Behaviour

- a. You must **comply with all specific rules** such as signs, membership conditions and directions from staff including producing photo identification upon request and medical clearance upon request.

- b. You must **behave in a safe and lawful manner** and not act in a disorderly, irresponsible, unreasonable, disruptive or discourteous way including but not limited to speaking without raising your voice and swearing, being appropriately attired, being mindful of others by sharing space and equipment, not running in shared areas, not smoking tobacco or vaping or drinking alcohol or taking prohibited substances, not being intoxicated or under the influence, not damaging or stealing property, not discouraging others from being at this facility, not making excessive noise, not recording others or taking photos without their consent, not using your mobile phone or other electronic device in the change rooms at all (except in an emergency), not being aggressive, not touching others without express consent and not leaving personal or other belongings unattended unless in a locker or designated spot.
- c. You must only **use this facility for its obvious and intended purposes** and not for selling or offering for sale, providing services, gambling or distributing handbills and petitions.

3. Disciplinary or other action

Failure to strictly comply with these conditions may result in **disciplinary or other action** being taken against you at the absolute discretion of staff including reporting you to Victoria Police and imposing sanctions such as issuing a warning, eviction from this facility, imposing a ban either temporarily or permanently from this facility and potentially other Council venues and cancellation of passes or membership – with no recourse against Council.

4. Liability

- a. Despite foreseeable risk and the probability of serious harm, you accept that the burden of taking reasonable precautions to avoid the **risk of harm lies with you including for any child you are responsible for**. These risks may include loss or damage to personal property, injury or fatality.
- b. If you suffer injury or illness, medical treatment may be arranged including by staff such as **calling an ambulance** and you are liable for any costs associated with treatment.

5. Privacy and consent

- a. Council is committed to protecting your **privacy**. If you wish to become a member, you will need to provide personal information and may have to provide health information both of which can be altered by contacting this facility in person or by telephone or email.
- b. You **consent** to being filmed on CCTV and to records of events and activities taking place at this facility being recorded by staff or their invitees (express consent to be sought where appropriate), archived and used.