

# MACKSVILLE MEMORIAL AQUATIC & FITNESS CENTRE

## Terms & Conditions of Entry

By entering the Macksville Memorial Aquatic & Fitness Centre (Centre) each patron agrees to the following terms & conditions of entry:

### General Purpose of these Terms & Conditions Policy

The overriding purpose of these terms & conditions is to provide a safe and non-threatening environment for all patrons, employees and other users of the Centre and its facilities.

### Centre Management

For safety and security reasons, all patrons accessing the Centre must:

- a. obey all signs around the Centre; and
- b. follow all reasonable requests and instructions given by Centre management and employees.

### General Terms of Entry

An entry fee to access the Centre must be paid in accordance with the fee schedule. This fee enables you to enter the Centre. Anyone attempting to gain entry without paying or without authorization will be prosecuted. Bags and other items may be subject to inspection and patrons may be searched. Persons who refuse inspections or searches may be refused entry to the Centre. The consumption of alcohol, smoking and drug use is not permitted in the Centre. Alcoholic beverages, drugs, weapons or any other substances or objects are not permitted to be brought into the Centre. Glass and other breakables are not permitted to be brought into the Centre. Animals are not permitted to be brought into the Centre (other than Guide Dogs).

### Child Supervision

All children under 14 years of age must be supervised at all times by a parent or responsible guardian, unless in a supervised activity. All children under 5 years of age must be in arms reach supervision of a parent or responsible guardian whilst in an aquatic environment. All parents or responsible guardians must avoid mobile phone and other distractions whilst supervising.

### General Behaviour

All patrons must behave in a manner that is safe and respectful for the enjoyment and safety of other patrons using the Centre. To respect the privacy of all visitors, any video, camera or recording equipment is not to be used in the Centre without the prior written approval of the Centre. For safety and security reasons, patrons are not permitted to block the entrances and exits to the Centre with personal belongings.

### Clothing, Attire and Related Matters

All patrons are requested to shower before using the facilities of the Centre. Appropriate bathing attire, apparel and footwear is to be worn at all times.

### Medical Conditions and Related Matters

People with serious medical conditions, including, but not limited to, epilepsy and heart conditions, must report their condition to the Centre staff upon entry. In the interests of public health and safety, incontinent people must take necessary precautions. Patrons are not permitted to use the facilities of the Centre if they are affected by any drugs, alcohol or medications which may make it unsafe for them to use the facilities. Patrons consent to receiving any medical treatment that the Centre's staff may reasonably consider necessary or desirable in the event that they suffer an injury whilst at the Centre.

### Commercial and/or Business Activity

No person entering the Centre shall carry out any form of commercial and/or business activity and/or enterprise within the Centre unless consent has first been obtained from Centre management. If Centre management provides its consent to any form of commercial and/or business activity or enterprise, the person carrying out or responsible for the commercial and/or business activity or enterprise shall ensure that they comply with the terms of the consent issued by Centre management. For the avoidance of doubt, coaching or training must not be conducted for fee, reward or as a volunteer service without the prior permission of Centre management.

### Lost or Stolen Items

The Centre does not accept liability for any theft, loss or damage to personal property, whether in the Centre or elsewhere.

### Risk and Injury

Patrons enter the Centre and use its facilities at their own risk. To the full extent permitted by law, the Centre does not accept liability for any injury or death to any person whilst in the Centre.

### Indemnity

To the full extent permitted by law, patrons release the Centre from all claims and liability in respect of, and indemnify the Centre fully against claims or liability to any other person and expense the Centre incurs or may incur in respect of any personal injury, death, theft, loss or damage arising from the patron's entry into and use of the Centre and its facilities or the entry or use by minors in their care or control.

### Right of Refusal of Entry and Eviction

Centre management reserves the right to refuse entry and to evict any person at any time from the Centre at its sole discretion. The right of Centre management to refuse entry to any person or to evict patrons from the Centre includes, but is not limited to, all matters concerning:

- c. persons under the influence of drugs or alcohol;
- d. dangerous or unsafe behaviour;
- e. disorderly, disruptive, inappropriate or antisocial behaviour;
- f. vandalism; and
- g. admission evasion

Specifically, Centre management may refuse entry to, or evict a person from, the Centre who in the opinion of Centre management may compromise the safety or overall enjoyment of other patrons of the Centre or its facilities. A person or group refused entry to, or evicted from the Centre, has no right to a refund of any monies paid for admission to the Centre and any request of refund will be refused. Centre management reserves the right to ban a person or group of persons from the Centre for as long as a period of time as it may deem necessary. For the avoidance of doubt, Centre management may decide at its sole discretion to permanently ban a person from the Centre.

*This Centre is proudly managed by Community Aquatics Pty Ltd.*

