

Pool Facility Use Agreement – updated Oct 2025

1. The Contract Client must comply with all policies and bylaws set out by the Town of Oliver.
2. Fire Regulations expressly prohibit the use of candles or open flames in community facilities without written permission of the local Fire Department. It is the responsibility of the Contract Client to ensure such permission is received and returned to the Recreation Admin office prior to the event.
3. The Contract Client accepts and will use the facilities and/or equipment at their own risk and agrees that the Town of Oliver and their respective officers, employees, servants, agents, heirs, successors and assigns (the “Municipalities”) has not made any warranties or representations respecting the suitability or condition of the facilities and/or equipment.
4. The Contract Client agrees to comply with Town of Oliver’s “Smoke Free Bylaw 1375”. See below excerpt from said bylaw:
 - a. *“Section 2.1 - No person may smoke:*
 - i. *In a public premises or public vehicle*
 - ii. *In, on or within 6 meters of a:*
 1. *Community Facility*
 2. *Outdoor public Space*
 3. *Park*
 4. *School Property*
 5. *Town Street when used as part of an outdoor public event to which the public has access as of right or by express or implied invitation*
 6. *within 6 meters of an entrance or exit to a public premise.*
 - b. *Section 2.2 – This Bylaw does not apply to:*
 - i. *A designated smoking area established for the purpose of an outdoor public event with the area being determined by and with the agreement of both the Town of Oliver and the event organizer*
 - ii. *Aboriginal cultural activity*
 - iii. *Carrying of lighted incense or other lighted smoking equipment used solely for ceremonial or religious purposes.”*
5. The Contract Client further agrees that it will indemnify and save harmless the Municipalities from and against any and all claims whatsoever, including personal injury, property damage, damages, liabilities, expenses, costs, including legal or other fees, incurred in respect of any such claims or any actions or proceedings

brought therein arising directly or indirectly from or in connection with the use of the facilities, whether brought forward by the Contract Client, its guests, or any other third parties.

6. The Contract Client will obtain comprehensive general liability insurance covered all times and dates listed in this contract (not just “event day”). The Town of Oliver is to be listed as additional named insured. Such policy will be written on a comprehensive basis with inclusive limited of not less than two million (\$2,000,000.00) dollars per occurrence included two million (\$2,000,000.00) dollars for bodily injury. A copy of this policy will be provided to the Recreation Facilities Clerk prior to the event. Such insurance shall be maintained and provided at the sole expense of the Contract Client.
7. The Contract Client warrants and represents that if they execute this Agreement on behalf of a group or organization that the Contract Client has sufficient power, authority and capacity to bind the group or organization with their signature. The Contract Client further agrees to inform all responsible officials associated with the group or association of the terms of this Agreement.
8. The Town of Oliver is not responsible for the loss, damage or theft of any property of the Contract client, their guests or third-party companies on site due to the Contract Client’s event, in or around the facilities covered by this Agreement.
9. The Contract Client is responsible for proper supervision and will be assessed for any and all damage, loss and theft to the facility and/or equipment utilized. The Contract Client is expected to ensure supervision in the change rooms and in other areas in and around the pool.
10. The Contract Client is responsible to ensure no person enters any part of the facility and/or lands other than what is specified in this contract and for the hours specified in this contract. The Town of Oliver reserves the right to eject any person or persons, who, in the opinion of the Town of Oliver is or are creating a disturbance, behaving in an inappropriate manner, or acting against local bylaws or property regulations. Town of Oliver staff guidance on these bylaws and property regulations is to be followed without exception.
11. **CANCELLATION POLICY For the Pool:** Written notice of cancellation request is required no later than fourteen (14) days prior to date of event for a full refund. If written notice of cancellation request is received less than fourteen (14) days, 25% of the final invoice of all fees and charges on the contract will remain outstanding on the Contract Client’s account until paid. There are no refunds or credits provided for

cancellation requested within 48 hours of the scheduled pool time.

12. PAYMENT POLICY: Full payment is required within 48 hours of signing this contract, and before the swim time booked. Entry will not be permitted unless the agreed upon invoice is paid in full.

13. Hazardous Weather Events

- a. When thunder is heard 30 seconds or less after a flash of lighting is observed, the pool shall be cleared. We strongly recommend all patrons remain indoors.
- b. Pool activities shall remain suspended until 30 minutes after the last thunder is heard. There will be no exceptions. Storms are erratic and although it may appear 'safe' to resume activity, it is not.
- c. There will be no reimbursement or rescheduling of the pool rentals that are canceled due to weather.