



Hackettstown Community Pool

P.O. Box 212 - Hackettstown, NJ 07840

2023 Camp Contract

Whereas, groups using The Hackettstown Community Pool place unique demands on the facility including but not limited to: sudden increases in *swimmer density* in the pools, significantly higher *water-time usage percentages* than the *20% standard* noted by The National Swim Institute, and a significantly *higher child-to-adult ratio* of attendees than the Pool norm, the following MEMORANDUM OF AGREEMENT is acknowledged by _____ hereinafter referred to as The Group, concerning the conditions of usage of Pool Facilities by camps, clubs, teams, associations or other such groups.

The Group Shall:

- Pay a daily weekday fee of **\$5.00** per child (under 18 years of age) and **\$10.00** per Adult Supervisor and/or Camp Counselor
- Provide 1 Adult Supervisor **and** at least one Camp Counselor for every 20 children in The Group.
- Provide a 2 week notice for all visits to The Pool so that The Pool can plan staffing requirements.
- Station the Adult Supervisor(s) *standing on the "RED" dot* on the pool deck(s) where The Group members are swimming—at least one adult supervisor per pool *section*.
- Monitor the children as they swim in the pool to ensure compliance with pool rules *and for safety*.
- Designate a Site Supervisor of The Group to work in concert with The Pool manager or other designated Pool employee.
- Provide the Name, Phone Number(s) and E-mail Address(es) for the Group Director
- Sign attached Waiver Release Form
- Provide Certificate of Insurance for General Liability naming the Town of Hackettstown and the Hackettstown Recreation Department as Additional Insured with Combined Single Limit of \$1,000,000 each Occurrence and \$2,000,000 aggregate for bodily injury and property damage. Coverage for sexual abuse and molestation with limits no less than \$1,000,000 per wrongful act and \$2,000,000 aggregate. The Town of Hackettstown must be named as Additional Insured with respect to sexual abuse and molestation claims. Certificate should include Business Automobile Insurance naming the Town of Hackettstown as Additional Insured. Automobile Liability Coverage, with combined single limit of liability per occurrence of \$1,000,000 for bodily injury & property damage.

Signed in Agreement: _____ Date: _____
(Official Title)

Name of Group / Organization Director(s): _____

Phone: _____ Email: _____

HACKETTSTOWN COMMUNITY POOL RELEASE AND WAIVER OF LIABILITY

In consideration of being allowed to participate and/or utilize any Hackettstown Community Pool and/or Facilities, events or activities, we understand, acknowledge and agree to the following:

Our Group/Organization agrees to comply with any and all rules, regulations, terms and conditions for participation in the program, event or activity. We agree to inspect the equipment and premises to be used prior to participation. If we believe that anything is unsafe, we will inform the Hackettstown Pool Management of the issue & will not participate in any activities if not corrected.

We understand that we will be engaging in activities that involve risk of serious injury, including permanent disability and possibly death, and severe social and economic loss, which may result from our own action, inaction or negligence as well as the actions, inactions and negligence of others.

COVID-19: The coronavirus, COVID-19, has been declared a worldwide pandemic. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. It is believed that an individual can be infected with COVID-19 without their knowledge and be asymptomatic. We acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that we may be exposed to or infected by COVID-19 by participating in the Hackettstown Pool and/or any facilities, related event, or activity, and that such exposure or infection may result in personal injury, illness, permanent disability, and death to anyone in our group, guests, or relatives. We understand that the risk of becoming exposed to or infected by COVID-19 at a Hackettstown Pool, related event, or activity may result from the actions, omissions, or negligence of our group or others, including, but not limited to, any Town of Hackettstown employees, volunteers, and program participants.

APPROVED PROGRAMS UTILIZING TOWN OF HACKETTSTOWN FACILITIES

All approved programs must follow NJ State, Local & Association Guidelines and/or Safety protocols with regards to both youth sports and/or COVID-19.

Any approved Recreation Sports Program not run directly by Hackettstown Recreation and are utilizing any Town of Hackettstown Facilities must accompany this waiver with a Certificate of Insurance prior to any activities starting.

By signing, your group/organization has read this release of liability and understand that there are inherent risks and injuries that may occur and agree to indemnify, defend and hold the Town of Hackettstown, its agents, employees, appointed officials, volunteers, commissions, and associations harmless from and against any and all claims for damages, injuries, losses, liabilities and expenses relating to, resulting from or arising out of participation in the Hackettstown Pool and/or any approved program utilizing Hackettstown Recreation Facilities, events or activities.

Group/Organization Name: _____

Signature: _____ Date: _____

Print Name / Title: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that our group/organization with legal responsibility for the participants of our group, have read and explained the provisions in this waiver/release to our group including the risks of the activity and responsibilities for adhering to the rules and regulations. Furthermore, our group understands and accepts these risks and responsibilities. We do consent and agree to our participants release provided above for all the Releasees and our group release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to our minor child's/ward's involvement or participation in these activities as provided above, even if arising from their negligence to the fullest extent permitted by law.

Group/Organization Name: _____

Signature: _____ Date: _____

Print Name / Title: _____

Emergency Phone Number: () _____