

NHULUNBUY CORPORATION LIMITED

ACN 009 596 598

OLYMPIC SWIMMING POOL KEY CLUB

**INDEMNITY
SINGLE & FAMILY USAGE**

**NHULUNBUY CORPORATION LIMITED
OLYMPIC SWIMMING POOL KEY CLUB**

WHEREAS I,

OF..... **PO BOX**.....

have joined the Nhulunbuy Corporation Limited Olympic Swimming Pool Key Club [hereinafter called "the Club"] as a single/family member,

AND WHEREAS, such membership entitles me/and the members of my family/group to use the Olympic Swimming Pool operated by the Nhulunbuy Corporation Limited at Nhulunbuy [hereinafter called "the Pool"] at times outside the normal hours of opening of the Pool to the general public

AND WHEREAS, in order to facilitate the use of the Pool by myself/and the members of my family/group at such times, I have been provided with a key to a gate in the fence that encloses the Pool [hereinafter called "the Key"]

AND WHEREAS, it is a condition of my/our membership and a condition of entry to the Pool enclosure and the use of the Pool by ourselves/and the members of my family/group at such times that I give the indemnity set out hereunder **AND IN CONSIDERATION** of members of my family/group/and myself being permitted to enter the Pool enclosure and use the Pool.

NOW I HEREBY UNDERTAKE that I/we or my/our personal representatives will at all times hereafter well and sufficiently indemnify and save harmless and keep indemnified the Nhulunbuy Corporation Limited, Alcan (Gove) Pty Limited, their officers, servants, employees and agents from and against all or any actions, causes of action, suits, proceedings, sum and sums of money, claims, damages, demands, costs, charges and expenses by or on behalf of any person or corporation whatsoever in respect of any injury or damage to any person or property arising directly or indirectly out of the entry to the pool enclosure and the use of the Pool and all grounds, buildings, facilities, equipment and associated with or any way related to the Pool, and in particular the grounds, buildings, changerooms, facilities, equipment including filter and maintenance equipment and things inside the pool enclosure, by myself or any member of my family or by an guest or invitee of myself or a member of my family or by any other person whosoever who uses the Pool or gains entry to the pool enclosure by the use by any person of the Key.

DATED thisday of20.....

SIGNED by the said

..... }
Name

..... }
Signature

upon the date abovementioned in the presence of:

..... }
Name

..... }
Signature

CONDITIONS OF KEY CLUB MEMBERSHIP

The issue of a swimming pool key is subject to the following conditions:

- * Membership is conditional upon members completing the attached Indemnity and payment of the prescribed fee and key deposit.
- * The key is to be used for the exclusive use of a single person or in the case of a family key, the exclusive use of the immediate family members.
- * The key is not to be lent out to any other person or organisation, nor is it allowed to attempt duplication of the key.
- * No animals are to be taken into or allowed to remain on the premises.
- * Proper bathing attire is to be worn at all times.
- * No drinks in glass containers allowed on the premises.
- * No alcoholic beverages to be brought into or consumed on the premises.
- * No bikes or skateboards permitted on the premises.
- * No noisy or unruly behaviour will be tolerated.
- * No refunds made unless leaving site permanently.
- * The premises are to be left in a clean and tidy condition.
- * No responsibility will be accepted for the loss, damage or theft of private belongings or any other items of value.
- * No trees, shrubs, pumps, fittings or other equipment are to be interfered with in any way whatsoever.
- * Membership lapses within one month of new fees falling due.
- * The key is to be returned to the Pool at the termination of membership for refund of the key deposit or in the case of extension of membership, for the payment of fees due.
- * Those persons found within the pool surrounds and not being paid up members of the key Club, will be deemed to be trespassing on private property and may be prosecuted.
- * No acts of vandalism or impropriety to equipment and facilities.
- * Failure to comply with any of these conditions will result in automatic suspension from the Club and no claims for a refund of the unused portion of membership fees will be entertained.
- * In the interest of all genuine users, members are urged to report any breaches of these conditions to the Manager or the Corporation, as misuses and vandalism jeopardises the continuance of this unique arrangement.
- * No action which could be deemed to be inappropriate or unacceptable to other pool users.

DATED thisday of20.....

NAME:

ADDRESS:

PHONE:

SIGNATURE:

WITNESS: