

# **GEORGIA AQUATIC CENTER MEMBER USE AGREEMENT**

**STATE OF GEORGIA  
COUNTY OF OCONEE:**

This Agreement entered into by and between Get in the Swim, LLC d/b/a The Georgia Aquatic Center (hereinafter "GAC") and \_\_\_\_\_, hereinafter "User", and being as follows:

WHEREAS, the Undersigned User desires to enjoy the beneficial use of the facilities and amenities located on the property; and

WHEREAS, the Parties desire to specifically set forth their respective rights and duties in regard to the use of the Property;

For and in consideration of the mutual promises and covenants contained herein,

IT IS HEREBY AGREED as follows:

## **SECTION ONE: FACILITIES AND TERM OF AGREEMENT**

GAC shall provide the swimming and other recreational facilities and amenities located at 1545 South Bishop Farm Parkway, Watkinsville, Georgia 30677 for the use and enjoyment of User for so long as User is an active and paid member of one of GAC's membership plans as described in EXHIBIT "B" attached hereto.

## **SECTION TWO: RULES AND REGULATIONS**

User shall abide by the Rules and Regulations promulgated by GAC and attached hereto as EXHIBIT "A". User acknowledges receiving a copy of the Rules and Regulations by signing this Agreement. It is specifically understood by User that GAC may alter or amend these Rules and Regulations at its discretion to enhance the safety and/or maintenance of the GAC facilities, or to promote the general welfare of User and all other persons using and enjoying the GAC facilities. GAC shall deliver any such changes to User and shall post the same at the GAC facilities.

## **SECTION THREE: MINOR CHILDREN**

User acknowledges the minor children named below will use the GAC facilities. When the minor children use the GAC facilities, the children will at all times be supervised by User or

another adult designated by User and approved by GAC. User's minor children are described as follows:

Name:

Birth Date:

_____	_____
_____	_____
_____	_____
_____	_____

#### **SECTION FOUR: LIFEGUARDS**

GAC may elect, in its discretion, to retain the services of lifeguards or other safety or security personnel at and for the GAC facilities. Whether or not lifeguards or other safety or security personnel are on duty, User is obligated to supervise his/her minor children and is responsible for their safety and conduct. User agrees and acknowledges that GAC has no duty to provide lifeguards or other safety or security personnel. The policy is "Swim at Your Own Risk" and the absence of a lifeguard or other safety or security personnel shall not be deemed negligence nor be attributable to GAC as negligence.

#### **SECTION FIVE: HOLD HARMLESS**

User agrees that use of the GAC facilities by User, User's minor children and User's guests shall be undertaken at the User's own risk and that GAC and its respective agents and employees shall not be liable for any claims, demands, injuries, damages, actions or causes of action which arise due to the negligence of User, User's children or User's guests or other Users, their minor children or their guests arising out of or connected with the use of any of the GAC facilities and/or services, and the User does hereby expressly forever release and discharge GAC and any affiliated entities and/or their respective agents and employees, from all such claims, demands, injuries, damages, actions or causes of action.

User hereby indemnifies and holds GAC harmless from any claim, demand, injury, damage, action or cause of action arising out of the negligence of User, User's minor children, or User's guests which results in damage or injury to the GAC facilities or to any other User of the GAC facilities.

#### **SECTION SIX: PARKING**

User shall park in the parking lot provided at the GAC facilities. User shall not block the entrance to the GAC facilities or any other facilities or subdivisions located in the vicinity of the GAC facilities on South Bishop Farm Parkway.

## **SECTION SEVEN: POOL AND FACILITY CLOSINGS**

GAC and/or its manager or other employees reserve the right to temporarily close either the indoor or outdoor pools or any other GAC amenity located on the premises due to unexpected equipment failure, water quality control problems, weather or other factors which affect the safe operation of the swimming pools or other amenities located at the GAC facility. In the case of a fecal accident, the pool will be closed for a period of eight (8) hours. The swimming pools will be customarily closed one day per week for routine maintenance and cleaning; said day and time of closings will be posted in advance at the GAC facility. The GAC facilities will be closed on Thanksgiving Day and from December 24<sup>th</sup> through January 1<sup>st</sup> of each year.

## **SECTION EIGHT: SUSPENSION AND REVOCATION OF RIGHTS AND PRIVILEGES**

User agrees to abide by all the Rules and Regulations are described in EXHIBIT "A" attached hereto and posted at the GAC Facilities, and upon failure to do so, GAC shall have the right to suspend or revoke any privileges of User and/or User's children to use the GAC facilities either temporarily or permanently in the sole discretion of GAC. This Agreement shall constitute a license and upon suspension or revocation of the same, User and/or User's minor children or guests, shall have no right to enter upon or use the GAC facilities during the term of said suspension or revocation. In the event User or User's minor children or guests come to or use the GAC facilities during such period of suspension or after revocation, such act shall constitute criminal trespass and may be prosecuted accordingly. User agrees and acknowledges that in the event of such trespass, User and/or User's minor children or guests may be removed from the GAC facilities without further notice.

In the event GAC elects to permanently revoke the privilege and rights of User, then this Agreement shall be terminated and User shall receive a refund of \$100 except that if User or User's minor children and/or guests' privileges or rights are suspended for a period of less than thirty (30) days, User shall not be entitled to any refund or other compensation for loss of the use of the GAC facilities.

## **SECTION NINE: PAYMENT**

As consideration for the use and enjoyment of the GAC facilities, GAC shall have received payment according to the Plan chosen by User as indicated in EXHIBIT "B" attached hereto and incorporated herein by reference. GAC hereby reserves the right to change the plans and/or the periodic payment amounts or collection period in the future by giving User at least ninety (90) days notice.

## **SECTION TEN: PAYMENT DEADLINES**

All payments to GAC are due by the first day of each month. Failure to make such payments shall result in User's temporary denial of use of the GAC facilities until said amounts are paid in full.

## **SECTION ELEVEN: RENEWAL**

GAC reserves the right to terminate and not renew this Agreement with any User whose rights or privileges have been suspended or revoked. GAC reserves the right to set and/or change the fees to be charged for the different membership plans available upon giving current Users at least ninety (90) days notice of such change. Membership plan fees shall be posted on the GAC website: [www.georgiaaquaticcenter.com](http://www.georgiaaquaticcenter.com). If User chooses not to renew his/her plan for the next year and then reapplies in another year, another registration fee must accompany the new application.

## **SECTION TWELVE: PROPERTY DAMAGE**

The cost of any property damage to the GAC facilities or any furniture or fixture provided by GAC will be charged to the responsible User. GAC will not be responsible for loss or damage to personal property of User or User's minor children and/ or guests. It is suggested that contacts not be worn in the swimming pools.

## **SECTION THIRTEEN: SWIM TEAM EVENTS**

The GAC swimming pools, and/or certain areas of the same, may be temporarily unavailable to User during scheduled swim team practices and events. Swim team practices and event schedules will be posted at the GAC facilities and/or on the GAC website at least one week in advance of the practice or event.

## **SECTION FOURTEEN: ENTIRE AGREEMENT**

This Agreement, including EXHIBITS "A" and "B", constitute the sole and entire Agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties to this Agreement. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and affixed their seals this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GET IN THE SWIM, LLC d/b/a  
The Georgia Aquatic Center

USER:

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Printed Names

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number (Home/Work)

\_\_\_\_\_  
Cell Phone Number(s)

\_\_\_\_\_  
E-Mail Address