

CONSOLIDATED TERMS AND CONDITIONS

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The terms and conditions set out below apply to you, as the Licensee, and your membership, rental, booking or permit to use a recreational facility or park or sports field operated by or registration in a recreational program offered by The Corporation of the City of St. Catharines (the "City"). Depending on the type of your membership, booking or permit, only some of the following terms and conditions are applicable to your membership, booking, rental or permit. These terms may be changed by the City without notice to you.

The term "municipal facility" is used in these terms and conditions to mean a park, arena, community centre, sports field, museum or other facility owned or operated by the City for provision of community, cultural or recreational services or programing.

You, as the Licensee, agrees to the following:

A. CANCELLATIONS, REFUNDS AND TRANSFERS

1. Membership, booking, rental or permit fees are non-refundable except as allowed under these provisions.

2. Any arena, sports field or other seasonal sport rental date and time changes may be accommodated within the present season if the request is submitted in writing a minimum of 72 hours in advance.

3. Use and rental of a municipal facility is restricted to the stated facility, time, dates, and activities as shown on the issued permit or booking or registration confirmation.



4. A booking, rental or permit is not transferable without the express written permission of the authorized representative of Community, Recreation and Culture Services Department (CRCS) of the City.

5. The Licensee acknowledges that the City may at any time and without notice cancel the Licensee's rental, booking or permit due to construction taking place from time to time at the municipal facility and, in the event of cancellation, the Licensee shall be entitled to a refund of fees. The City shall endeavor to notify the Licensee 72 hours in advance of any cancellation.

6. The Licensee acknowledges and accepts that amenities typically available at a municipal facility may be reduced or interrupted due to construction and the Licensee shall not be entitled to a reduction of applicable permit fees because of such interruptions.

7. The Licensee acknowledges and agrees that the Licensor, its servants, agents, employees and elected officials, shall not be liable to the Licensee for any direct, indirect, punitive, incidental or consequential loss, damage, cost, charge, or expense of whatsoever kind or nature, including loss of business, that arise or may arise from the cancellation of the Licensee's rental, booking or permit or a reduction in available municipal facility amenities due to construction, or closure of any municipal facility by the City due to health and safety or for any other reason deemed appropriate by the City in its sole discretion. The Licensee further releases and forever discharges the City, its servants, agents, employees and elected officials, from any and all actions, causes of action, claims, and demands for damages, loss, or injury, however arising, which may be sustained by the Licensee in consequence of cancellation of the Licensee's rental, booking or permit or a reduction in available municipal facility amenities due to construction, or closure of any and all actions, causes of action, claims, and demands for damages, loss, or injury, however arising, which may be sustained by the Licensee in consequence of cancellation of the Licensee's rental, booking or permit or a reduction in available municipal facility amenities due to construction, or closure of any municipal facility by the City due to health and safety or for any other reason deemed appropriate by the City due to health and safety or for any other reason deemed appropriate by the City due to health and safety or for any other reason deemed appropriate by the City due to health and safety or for any other reason deemed appropriate by the City due to health and safety or for any other reason deemed appropriate by the City due to health and safety or for any other reason deemed appropriate by the City in its sole discretion.

8. Museum Tour Groups - Any tour group arriving later than 15 minutes after their scheduled booking time shall forfeit their tour and shall not receive a refund of fees.

9. Arena bookings or rentals may only be cancelled by the Licensee with refund of payment, prior to the start date of the ice season in which the date has been booked, which start dates are:

Pre-Season - September 1st; Fall/Winter season - October 1st; Spring/Summer season - April 1st

10. Arena permits prepared for ice use in the future i.e. tournaments and special events, must be signed and returned within 10 days or your ice request will be cancelled.



11. Sports Fields - The Licensee acknowledges and agrees that the City may cancel without any advance notice any booking or rental of any sports field as a result of inclement weather or unsafe field conditions.

12. Sports Fields - Bookings may be only cancelled by the Licensee with refund of payment, prior to the start date of playing field season in which the date has been booked, which start dates are:

Pre - Season (May 1-31) - April 30;

Regular Season (June 1 - Oct 31) - May 31

B. INSURANCE AND INDEMNITY

1. Where insurance is required from the Licensee, a permit will not be issued until a certificate of insurance, naming "The Corporation of the City of St. Catharines" as an additional insured, and indicating the required insurance coverage being provided, is received by the City.

2. The Licensee releases and forever discharges the City from any and all actions, causes of action, claims, and demands for damages, loss, or injury, however arising, which may be sustained by the Licensee in consequence of entering or using any municipal facility as part of the Licensee's booking, rental or permit including theft or loss of property.

3. The Licensee shall indemnify and save harmless the City against all liability, claims, damages, or expenses due to, or arising out of, any act or neglect by the Licensee, or members, users, agents and guests of the Licensee, on or about the facility, or due to, or arising out of, the entry or use of the facility, including liability for injury or damage to the persons or property of the Licensee, or members, users, agents and guests of the Licensee, or members, users, agents and guests of the Licensee.

4. The Licensee shall and does hereby release, discharge and covenant and agrees at all times to indemnify and save harmless the City and its agents, officers and employees from and against any and all liabilities, damages, costs, claims, suits or actions arising out of the Licensee's booking, rental or permit or arising out of any breach, violation or non-performance by the Licensee of any covenant or provisos in these terms and conditions and such indemnification shall continue in effect after the expiry of the Licensee's booking, rental or permit with respect to any such matter arising during the currency thereof.

C. FOOD AND BEVERAGE

1. Sale of food and beverage in any municipal facility is not permitted unless the Licensee has applied and received express approval from the City.

2. The consumption of alcohol is prohibited in any municipal facility unless the Licensee has an "Alcohol & Gaming Commission of Ontario" "Special Occasion Permit" (S.O.P.), 5 million (\$5,000,000) public liability insurance, and approval fromCRCS. Arrangements to have Smart Serve trained staff at licensed events must be made by the Licensee and the names of trained staff will be listed on the S.O.P. The Licensee must comply with the City of St. Catharines Municipal Alcohol Policy.



D. FACILITY USAGE

1. Anything brought or stored within, or upon a municipal facility shall be at the sole risk of the Licensee. The Licensee understands and agrees that the City is not responsible for any lost or stolen articles.

2. CRCS staff is required to be on duty during any rental and is in charge of the building, grounds, and equipment. The Licensee agrees to comply with staff's instructions regarding the use, operation, and safety of the premises and contents.

3. The Licensee accepts the responsibility for providing adequate supervision for the maintenance of good order during the entirety of the Licensee's use under its booking, rental or permit.

4. The Licensee shall ensure that all its members, users, agents, and guests conduct themselves in an orderly manner, and comply with all statutes, regulations, by-laws, and rules made under federal, provincial, or municipal authority which in any way affects the use of the City's municipal facility.

5. The Licensee is responsible for the event setup and cleanup to ensure the municipal facility is left in the same condition as when the Licensee took possession. The Licensee will be responsible for all costs incurred by the City to reinstate and make good, any damage caused in, or to the municipal facility. The City may require the Licensee to post a security deposit as part of its permit.

6. The Licensee is required to bring a copy of the issued permit to the event or booking to demonstrate proof of rental.

7. In the event of the Licensee's failure to conform to the applicable provisions of these general provision terms and conditions, the City may revoke the issued permit without refund.

8. Booking of dates and times of use specified in the issued permit is an advance reservation for use of a municipal facility which is not guaranteed by the City. The City retains the right to reschedule or cancel any dates and times booked at any time.

9. Games of chance, lotteries, raffles, and gambling are not permitted without the necessary license.

10. Fire exits and doors are not to be blocked or propped open at any time for any reason. Any person found violating the City's fire codes may be subject to fines issued by the St. Catharines Fire Department.

11. Tables and chairs are available for indoor use only.

12. Rice, confetti, fires, grills, and inflatable play areas are strictly prohibited.



13. Nothing may be taped, stapled, or tacked to the walls, windows, or any other surfaces in any areas, including the exterior of the building of any municipal facility.

14. All furniture and equipment provided by the Licensee must be removed at the end of the rental period. Any item left for seven (7) days after the Licensee's rental or permit, including tables, flatware, plates, linens, etc. shall be deemed to be abandoned by the Licensee and may be disposed of by the City out compensation to the Licensee.

15. No fixed advertising or sponsor recognition will be permitted within any municipal facility by the Licensee.

16. Smart devices are not permitted in the washrooms, dressing rooms or change rooms.

17. The conducting of personal business within a City owned facility during public programming (including leisure swims and lengths) is strictly prohibited.

18. The Licensee agrees that all vendors will abide by the R-Zone Policy.

19. The Licensee agrees and represents that it shall comply with all applicable federal, provincial and municipal legislation, regulations, by-laws, policies and standards with respect to its operations and use of a municipal facility under an issued permit or booking or rental.

E. ACCESSIBILITY

1. The Licensees shall ensure it is fully aware of, and meet all requirements under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time. A Declaration of Accessibility Compliance will be required by vendors providing services on City owned or operated properties.

F. ONTARIO FIRE CODE

The Licensee agrees to comply with the following requirements with respect to operation of an outdoor public amusement area under any rental, booking or permit:

1. Outdoor public amusement areas shall be designed so that they do not create a fire hazard to the public using them.

2. Hay, straw, shavings, textiles, films or similar combustible materials shall not be used in the design and construction or as decorative features in outdoor public amusement areas unless approved provisions are made to control the hazard.

3. Smoking, open flames, temporary wiring, heat-producing equipment and similar ignition sources shall not be permitted where they constitute a fire hazard to the public except in specifically approved areas.

4. Outdoor public amusement areas that involve enclosed, confined or otherwise confusing configurations shall be provided with emergency egress points that:



a. have appropriate width, height and capacity of the anticipated number of occupants;

b. are not more than 15 m travel from any point within the public amusement area except as approved;

c. are clearly identified with signs and are equipped with lighting providing a minimum lighting level of 10 Ix at floor or pathway level for a duration of at least 30 minutes where natural lighting is not sufficient in the circumstances.

5. The operator of the outdoor public amusement area shall develop and implement written fire safety procedures that include:

a. a means of alerting the persons in the public amusement area of a fire emergency and notifying the fire department;

b. evacuation of endangered persons;

c. appointment and instruction of supervisory staff to carry out fire safety duties and fire prevention and control of fire hazards.

6. The procedures described in Item 5 (above) of this Section F. Ontario Fire Code shall be made available to the Chief Fire Official upon request.

G. PROPANE COOKING/HEATING

The Licensee agrees to comply with the following requirements with respect to use of propane for cooking or heating as may be permitted under any rental, booking or permit:

1. Fuel fired cooking appliances are to be positioned a minimum of 10 feet clear of any buildings or tents (exception item 2 (c). Ensure that a qualified person conducts all tank connections and performs a soap test prior to and after use.

2. Propane appliances and tanks used for cooking shall be used and stored in compliance with Propane Storage and Handling Regulations under authority of the Technical Safety Standards Authority www.tssa.orq or call TSSA at 1-877-682-TSSA.

3. Provide an operational 5 lb. multi-purpose, dry chemical portable fire extinguisher with minimum 2A10BC rating in close proximity to any propane fire cooking equipment. Competent adult personnel shall maintain and supervise the cooking operations at all times.

4. Propane heaters are prohibited from all tent enclosures used by the public due to the potential for carbon monoxide poisoning and risk of fire or burn injury.

5. Provide two (2) remote exits of not less than 36 inches in width in all fenced enclosures. Ensure that exits are kept clear and unobstructed and available for immediate use at all times. Where on site building facilities are used as part of the event, ensure that the posted occupant load where applicable, is not exceeded.

6. It is a violation of the Ontario Fire Code and City By-law to conduct any open air burning or the discharge of any pyrotechnics without the approval of the St. Catharines Fire Services.



7. At the discretion of the St. Catharines Fire Services, a pre-event inspection may be required, and additional inspections may be conducted during the event. H. TENTS

The Licensee agrees to comply with the following requirements with respect to use of propane for cooking or heating as may be permitted under any rental, booking or permit:

1. The Licensee is responsible for obtaining a Building Permit for any temporary tents or group of tents to be used by the Licensee for its rental, booking or permit. In this regard the City of St. Catharines Building Department should be consulted at 905-688-5600.

2. Ensure that all tent or tarpaulin material has been certified and is fire retardant in accordance with either the CAN/ULC S-109-M, "Standard for Flame Tests of Flame Resistant Fabrics and Film", or the NFPA705, "Recommended Practice for a Field Test for Textiles and Films". Suppliers or rental firms should be asked to confirm that all materials meet either of the two standards.

3. Cooking with fuel fired appliances or the use of candles is strictly prohibited in any tents used by the public. Cooking appliances can be located under a canopied area meeting the above flame proofing standards providing that the tent is not used or accessed by the general public and shall not be enclosed with sidewalls.

4. Provide and maintain unobstructed access to at least two (2) remote exits of not less than 36 inches for tents exceeding 700 sq. ft. in area and in any fenced enclosures surrounding tent. Where larger occupant loads are anticipated (exceeding 290 persons), additional exit openings are required based on the following criteria: each exit opening of 36 inches will accommodate an occupant load of 144 people.

5. The ground enclosed by the tent and for at least 10 feet outside of the structure shall be cleared of all flammable material or vegetation that will support and allow fire extension.

6. Conspicuously locate a fire extinguisher with minimum 2A rating within each tent.

7. Ensure that a sufficient number of extinguishers are provided so that travel distance does not exceed 80 feet.

I. SPECIAL EVENT AND FACILITY/PARK RENTAL PROVISIONS The Licensee agrees to comply with the following requirements with respect to any rental, booking or permit issued for a special event:

1. Any onsite and unapproved parking of cars and vehicles on parkland by attendees of the Licensee's special event shall result in a fine as per the City's Parks By-law 70-57.



2. All garbage and recyclables are to be placed in the proper containers. Large events may be subject to producing a Waste Management Plan.

3. The City has banned plastic straws and plastic stir sticks for sale and use in City facilities, parks, city events and public spaces. As such, the City encourages the Licensee to use environmentally friendly alternatives to plastics where possible and respectfully requests that your event utilizes non-plastic, compostable alternatives where possible.

4. A special event requiring a S.O.P. and with the anticipated attendance of more than 250 people, shall require the Licensee to hire off duty Niagara Regional Police Service "pay duty" officers to ensure the safety and security of all persons. The number of pay duty officers hired is dependent upon anticipated number of persons attending the event and shall be determined by the St. Catharines NRPS District Commander in his/her sole discretion.

The following formula is provided as a guideline only: 250 - 500 people - 2 pay duty officers

500 - 1000 people - 4 pay duty officers 1000 - 5000 people - 5 pay duty officers plus 1 Sergeant Over 5000 people – 5 pay duty officers plus 1 Sergeant

5. A special event in excess of 500 anticipated attendees requiring a S.O.P. will require a detailed safety plan that contains a site map, examples of security measures taken and first aid considerations.

6. For an evening special event (e.g. dances) where young adults (18 years and younger) may attend, a pay duty police officer is required to supervise the event regardless of anticipated attendance number. The Licensee must arrange for and pay the officer.

7. All events at which a propane barbecue will be used require the Licensee to provide CRCS with a valid propane license and insurance.

8. Where a Licensee is proposing to erect tents or require any groundwork or staking, the Licensee shall obtain utility locates and any required permits must be obtained prior to any installation or use at their cost. A copy of the flame retardancy certificate associated with the tent to be erected must be submitted by the Licensee.

9. The Licensee agrees that no music of any kind or excessive noise shall be permitted after 11:00 p.m., and that if amplified music or voice communication is intended, the Licensee shall not exceed a sound pressure of 85 decibel 20m (66 feet) from the front edge of the stage. The decibel level within the 20m zone, shall be at the discretion of the event operator, however sound equipment and speaker placement should be designed such that the 85 decibel is not exceeded at the 20m limit. All



speaker stacks should be aimed downward into the crowd versus projecting straight out over the crowd and park property.

10. The Licensee agrees to give full and unadulterated access to identified City staff for the purpose of compliance, impaction and decibel readings, from time to time, as required.

11. Compliance with any requirements of the Public Health Department or other agency shall be at the Licensee's cost.

12. If additional washroom facilities are required, those shall be obtained and paid for by the Licensee.

13. Nothing may be temporarily or permanently taped, stapled, hung, fastened or tacked to the walls, windows, ceiling or any other surfaces, including the exterior of the building, of a municipal facility.

14. No outside chemicals/cleaning agents are permitted to be brought onsite for use at the municipal facility.

15. All supplies, materials, food, equipment or any other thing brought onto the municipal facility shall be removed at the end of the special event. Any items left behind shall be deemed to be abandoned by the Licensee and may be disposed of by the City out compensation to the Licensee.

J. PROMOTER RESPONSIBILITIES

The Licensee agrees to comply with the following requirements with respect to any permit issued for a special event or municipal park rental where attendance of hawkers and peddlers is expected to engage in the sale of goods or other merchandise:

1. The Licensee agrees that it shall be deemed to be a "Promoter" as defined in the City's Business Licensing By-law 2005-318 (hereinafter the "By-law") for the event and dates as set forth in its permit, and that every "Hawker and Peddler" and "Exhibitor", as defined in the By-law, attending the Licensee's event shall be deemed to be an agent of the Licensee for the purpose of the indemnity as set out in Section 12 above. The Licensee shall be responsible for compliance with the provisions of the By-law as a "Promoter" including ensuring it has completed all inspections and obtained all approvals as required pursuant to the By-law, being the following:

a) TSSA approval (where the use of propane is proposed);

b) Approvals from St. Catharines Fire Services;

c) Approvals from Niagara Regional Health Services;

d) Compliance with Appendix "A" to Schedule B6 of the Business Licensing By-law, Regulations Pertaining to Hawkers and Peddlers, as applicable;

e) Insurance for general public liability not less than \$2,000,000.00 without alcohol and \$5,000,000.00 with alcohol naming any other Promoter and

the City as additional insured.



K. NATURAL ENVIRONMENT

1. Trees and natural features are an important part of municipal parks, trails, and beaches. The Licensee shall prevent damage to and protect trees and other natural features of a municipal facility by complying with the following requirements;

a. Keep all heavy objects, such as tents, trailers, food trucks, 2m away from tree trunks.

- b. Do not plant stakes at the base of a trunk/tree base.
- c. Do not pile materials, equipment on the tree trunk.
- d. Do not attach anything to the trees and natural features.
- e. Avoid tents/trailers touching tree branches.
- f. Place vent pipes away from leaves and branches.
- g. Do not tie any tree branches or hang anything from the branches.
- h. Do not prune or remove natural vegetation or branches.
- i. Do not drive on the root zone
- j. Do not park vehicles on the root zone.

L. ST. CATHARINES MUSEUM AND WELLAND CANAL CENTRE

The Licensee agrees to comply with the following requirements with respect to any rental, booking or permit issued for the St. Catharines Museum & Welland Canal Centre:

1. The St. Catharines Museum & Welland Canals Centre is an education and tourism facility. Please keep this in mind when planning your event. We request that you keep your event as low impact as possible, and that all guests show respect for the exhibits and public that may be visiting.

2. Entrance to the St. Catharines Museum & Welland Canal Centre is strictly limited to the booking period. After-hours bookings may arrange to have the front doors of the facility unlocked for 15 minutes at the beginning of an after-hours booking.

3. The Licensee and its invitees shall be restricted to the room(s) booked within the museum, as well as common areas, washrooms and fire exits during the booking period. Exhibits galleries and gift shop are open to the public during regular business hours. All other areas will be closed to Licensees.

4. The kitchen in the Burgoyne Room is available by request for storing cold foods in the refrigerator and heating and preparing of other food. Cooking of food is not permitted on the museum premises.

5. Tour Groups - Unless alternate arrangements have been made for a booking, groups may be dropped off directly in front of the St. Catharines Museum and Welland Canals Centre, but vehicles must park in the adjacent parking lot adjacent to the Centre.

M. ARENAS

The Licensee agrees to comply with the following requirements with respect to any booking, rental or permit for ice time at an arena municipal facility:



1. For every 60 minutes of rented ice time, approximately 10 minutes will be allocated to ice maintenance. Ice maintenance needs are determined by municipal staff and may reduce the length of time allocated to game play.

2. No user is permitted on the ice surface while the ice is being resurfaced or during ice maintenance activities. Users are not permitted on the ice until the ice resurfacer has left the rink, and the gates are closed.

3. Two dressing rooms are provided 30 minutes before, and 30 minutes after each game. Additional dressing rooms may be available upon request but are not guaranteed.

4. Users must be a minimum of 19 years of age, and all rentals require that a representative of the applicant who is 19 years of age or older be on site during the rental.

N. SPORTS FIELDS

The Licensee agrees to comply with the following requirements with respect to any booking, rental or permit for use of a sports field municipal facility:

1. Provision and installation of bases is the responsibility of individual teams of the Licensee.

2. Game schedules and pitching and base distances must be submitted to CRCS at least 48 hours prior to the booking. No fields will be lit, lined or washrooms opened without the Licensee's schedule.

3. Should extra work be required by the Licensee or deemed required by CRCS, the Licensee will be responsible for the out-of-pocket expenses. No vehicles are permitted on the turf areas or beyond designated parking areas.

4. A penalty will be charged to the Licensee in the event of non-appearance, where CRCS is required to prepare the field.

- 5. The following are strictly prohibited on the artificial turf sports field:
- gum, candy, and food
- hot beverages, pop or juice (water is permitted)
- metal cleats
- bicycles, skateboards, or rollerblades
- motorized vehicles
- pets
- 6. Spectators are not permitted on the playing field.

O. AQUATIC FACILITIES



The Licensee agrees to comply with the following requirements with respect to any booking, class, program or rental relating to a municipal aquatic facility:

1. The St. Catharines Kiwanis Aquatics Centre is an active and busy swimming facility. Please keep this in mind when planning your event. There will be public in all areas of the facility with the exception of your specific rental area.

2. The kitchen in the Irene and Lawrence Locke room is available by request for storing cold foods in the refrigerator (one shelf) and heating other food. Preparing and cooking of food is not permitted on the premises.

3. For every 60 minutes of rented pool time, approximately 5 minutes will be allocated to pool set up and take down.

4. Change room access is provided 15 minutes before and 15 minutes after each rental. All change rooms may not be available dependent on maintenance needs.

5. Children eight (8) years and older must use the appropriate change room if a universal change room is not available.

6. Swimmers must shower prior to entering the pool.

7. For the privacy of all swimmers, picture or video taking is not permitted from the viewing area. To take a photo of your own child, please speak to a lifeguard.

8. Do not enter the pool if you have an open sore, rash, experiencing nausea, vomiting or diarrhea.

9. Patrons who do not have bowel control must wear plastic pants or swim briefs underneath their bathing suits. No regular diapers.

10. Bring indoor sandals for use on the pool deck. Street Shoes and strollers are not permitted on the pool deck.

11. Cost of facility rentals includes common items such as kick boards and noodles. The Licensee is required to provide any specialized equipment such as fins, pull-buoys and paddles that it requires for its programming and recognizes that on-site storage facilities for such equipment is not available.

12. The City shall use best efforts to allocate adjacent lanes, however, the Licensee acknowledges and agrees that the City shall be permitted to amend lane allocation where, in the City's sole discretion, it is necessary to do so to accommodate other swimmers or to ensure the most effective and efficient use of the pool.



13. The Licensee acknowledges that for any rental of two (2) hours or longer, it will be charged a per hour additional lifeguard fee as set out in the City's Schedule of Rates and Fees.

14. Swimmers with serious medical conditions must be accompanied by an individual knowledgeable of their condition and responsible for their direct supervision. A swimmer should seek medical consultation prior to swimming.

15. At the lifeguard's discretion all guests regardless of age may be asked to complete a swim test in order to swim in the deep water.

16. To assist us in the ensuring your children have a safe and enjoyable swimming experience the City of St. Catharines has implemented a wristband procedure. This system allows us to identify children at risk and ensure adequate supervision when in the pool area. All children 10 years of age and under will be given an identifying wristband by the facility staff.

17. 6 years old and under: maximum child to adult ratio 2:1

Must always be accompanied in the water, within arms reach, by a parent, guardian or designate (caregiver) who is a t least 14 years of age.

18. 7-10 years old: maximum child to adult ratio 4:1

Must always be accompanied in the water, within arms reach, by a parent, guardian or designate (caregiver) who is at least 14 years of age and the child must remain in the shallow end of the pool if:

- a. Child does not pass facility swim test
- b. If the child passes the facility swim test
- c. Child may be admitted unaccompanied
- 19. 11+ years of age

No supervision required

At the lifeguard's discretion you may be asked to complete a swim test.

20. Swim Test for St. Catharines Kiwanis Aquatics Centre and Large Outdoor Pools Foot-first jump into shallow water. Tread water for one minute and swim 20 metres of the pool in a recognizable front crawl without feet touching the bottom at any time.

21. Swim Test for Small Outdoor Pool

Front float with face submerged for five seconds and return to standing position. P. PAYMENT

1. Except where a scheduled payment plan has been approved by CRCS, the Licensee shall pay all fees and applicable taxes associated with the Licensee's booking, permit or rental of a municipal facility prior to use of the municipal facility.

2. For one-time rentals or bookings or for recreational programs, all associated fees plus applicable taxes shall be paid at the time of booking or registration.



The total fees and applicable taxes for multiple rentals over a playing season shall be payable by the Licensee prior to the first rental or in accordance with a scheduled payment plan approved by CRCS. In the event any one scheduled payment by the Licensee is late, the City is entitled to cancel all future bookings and rentals by the Licensee.

3. Where a security deposit is required as part of a municipal facility booking, rental or permit, the Licensee shall submit the deposit as cash or certified funds made payable to "The Corporation of the City of St. Catharines" and, until such deposit is received, the Licensee's booking, rental or permit is not confirmed.

4. All reservations for amenities at Canada Games Park also known as the Walker's Sport and Abilities Centre will be billed separately by that facility's management company at their approved rates and fees.