

Casual Pool Hire Agreement

Please complete this form and hand in to the pool manager. Alternatively you can email this form to aquafitness@muswellbrook.nsw.gov.au.

Applicant details

Organisation/school

Contact name

Phone Fax

Email

Emergency Contact Emergency number

Requirements

Venue Muswellbrook Aquatic Centre Denman Memorial Pool

Date/s Start time Finish time

Activity being conducted

Expected no. of attendees Time/date required for setting up

Facilities required (*tick required*) Toilet Kiosk BBQ PA System
 Indoor pool Outdoor pool Learn to swim pool

Multi Purpose Room: No. 1 Room No. 2 Room Required number of lanes (or whole pool at a fee)

Other

If you are aware of any invitees that have medical conditions (e.g. asthma, epilepsy, anaphylactic) please ensure you advise staff.

Public Liability Insurance

Do you have your own Public Liability Insurance Cover for not less than \$20million? Yes No

If YES, attach a copy of your current policy to this form prior to submitting. If NO, you are required to pay a fee to be covered by Council's Casual Hirers Public Liability Policy.

Signing Section

- I have read through this form including the terms and conditions in full before signing.
- By signing here, I agree to be bound by the terms and conditions of this Agreement.

This Agreement is subject to:

- The Applicant paying the prescribed fee.
- The Applicant providing a copy of all appropriate insurance policies and qualifications as required by the Terms and Conditions.

Signature

Date

Terms and Conditions

1. Pool use and bookings

- 1.1. This Agreement operates for the period stated on the front page of this Agreement, or until terminated by either party in accordance with Clause 8.
- 1.2. For the purposes of this Agreement, User means the Applicant stated on page 1 of this Agreement. User includes all staff and invitees of the User.
- 1.3. If the User is unable to use the facility on the dates and times nominated the parties agree to use their best endeavours to re-schedule the User's booking to a mutually convenient date.
- 1.4. The Council warrants that the User will have exclusive use of the area allocated to them for the dates and times mutually agreed. The Pool Supervisor or their delegated staff may need to alter the allocation of the area from time to time. Such warranty does not extend to "common areas", including but not limited to change rooms and grassed viewing areas.
- 1.5. If the User wants to use any area of the facility, the User must complete this Agreement and return the completed Agreement to the Muswellbrook Aquatic Centre.
- 1.6. The Council must use all reasonable endeavours to accommodate any booking request by the User and if such a booking is not possible due to other bookings, the Council will provide details of alternative times and dates that the Pool is available for hire by the User.
- 1.7. All bookings are governed by the terms and conditions of this Agreement.

2. User Warranties

- 2.1. The User warrants to Council that all certificates, registrations and accreditations claimed as being held by the User which relate to any swimming, diving or other water based activities, are valid and current and will remain so throughout the term of this Agreement and any extensions thereof.
- 2.2. The User acknowledges that any breach of this warranty is a breach of the fundamental terms of this Agreement and such a breach will allow Council to terminate this Agreement by provision of written notice to the User.

3. Responsible and Contact Persons

- 3.1. For the purposes of this Agreement and any use of the Pool by the User, the Responsible and Contact Person of the User is the Applicant nominated on page 1 of this Agreement.
- 3.2. For the purposes of this Agreement the Council's Responsible and Contact Person is the Pool Supervisor on duty at any one time.
- 3.3. Either party may nominate a new Responsible and Contact Person from time to time by provision of written notice of the new person and their contact details to the other party.
- 3.4. The User's Responsible and Contact Person must ensure that they have read and understand the terms of this Agreement and have brought this Agreement to the attention of all relevant staff or invitees of the User.
- 3.5. If there are any matters which either the Council or User needs to bring to the attention of the other, the first point of contact is the Responsible and Contact Person of the other.

4. Insurances and Indemnities

- 4.1. The User must at its own cost, effect and at all times during the terms of this Agreement and any extension thereof keep in full force a policy of Public Liability Insurance (with an authorised Underwriter) with respect to the Pool and the proposed activities to be undertaken by the User for a minimum amount of \$20,000,000.00.

- 4.2. The policy of insurance must name the Council as an interested party, as owner of the Pool.
- 4.3. The User shall deliver to the Council a copy of the current certificate of insurance.
- 4.4. The User unconditionally releases the Council from all claims, suits, demands, actions or proceedings (whether at law, in equity or arising under any statute) arising out of or in connection with an act, default or omission of the User or any of the User's agents in relation to its use of the Pool.
- 4.5. The User indemnifies the Council from and against all actions, claims, costs, losses, expenses and damages (including the costs of defending or settling any action or claim) in respect to:
 - 4.5.1. Loss of, or damage to property belonging to the Council; or
 - 4.5.2. Personal injury (including death) or illness to any person or loss of, or damage to any property of any person;
 - 4.5.3. Resulting from or by reason of anything done or omitted to be done by the User arising out of the User's activities undertaken at the Pool.

Except to the extent that any of the above are caused or contributed to by the negligent or willful act or omission of the Council, its employees, or agents.

5. User Obligations

- 5.1. The User must ensure that all staff, agents and (if appropriate) invitees of the User are aware of their obligations under this Agreement, prior to any use of the Pool by the User.
- 5.2. Ensure that all qualifications required by teachers, instructors, supervisors, coaches and assistants for the safe delivery of the User's activity have been inspected and are current for the term of this Agreement. Which qualifications are required will be determined by the relevant industry body.
- 5.3. The User must be aware of and warrants that its employees and volunteers are aware of the requirements of the Children and Young Persons (Care & Protection) Act 1998 and all other legislation relating to child protection.
- 5.4. The User will ensure that all employees & volunteers, who may have direct contact with children and young people in connection with the carrying out of obligations under this Agreement, comply with the requirements of the Child Protection Legislation.
- 5.5. Employees of the User who may have direct contact with children and young people must certify that they are not a prohibited person under any Child Protection Legislation and the User will make arrangements for its employees & volunteers to undergo any screening under Child Protection Legislation reasonably required by Council.
- 5.6. If members or invitees of the User are under 18 years of age, then the User must ensure that they obtain all relevant permissions (in writing) for use of the Pool from parents/guardian/caregiver of the members or invitees prior to each "use" by the User of the Pool. The User must keep copies of those permissions for the term of this Agreement and any extension thereof.
- 5.7. For the purposes of clause 5.1, "use" means any ongoing period of use, including for example a swim program or individual event such as a swimming carnival or excursion.
- 5.8. The User must ensure that all students, members and invitees of the Users, are aware that they are required to pay the relevant Pool entry fee.
- 5.9. The User must ensure that it, its employees, agents and invitees are advised of these terms and conditions and the Muswellbrook Aquatic Centre Rules (available on Council website and displayed in signage at the facility) and comply with these during the User's use of the Pool.
- 5.10. Not permit any student, member or invitee of the Users, to dive into the pool except in accordance with Royal Life Saving Society of Australia guidelines.

- 5.11. Members, staff and agents of the User enter the Pool complex at their own risk.
- 5.12. Ensure that all students, members and invitees of the Users use the Pool in an orderly and well-behaved manner including: no running, no bombing, no alcohol/drugs, no glass, no food or drink in the pool. No animals are permitted in the Pool complex. Swim in suitable swimming attire only.
- 5.13. Remove, or cause to be removed from the Pool any student, member or invitee whose behaviour is inappropriate, disruptive, causes any danger or threat to any other person or property, or who is affected by alcohol or drugs.
- 5.14. Keep the Pool, including grounds and surrounds and other parts of the Pool of which the User has use under this Agreement, clean and tidy and must not place, leave or permit to be placed or left any debris or rubbish in any part of the Pool complex.
- 5.15. Keep trade waste, trash and garbage in proper receptacles and not allow such waste, trash and garbage to accumulate at or near the Pool.
- 5.16. Ensure after each use, that any area under the control of the User is appropriately and adequately secured, and that all security devices installed are properly engaged.
- 5.17. Upon demand return all keys held by or on behalf of the User to Council.
- 5.18. Comply with all reasonable directions of authorised Council staff in its use of the Pool.
- 5.19. Comply with all of Council's requirements in relation to the use of any barbecues and gas appliances.
- 5.20. Children must be accompanied by an adult. The immediate responsibility for behaviour and safety of children is that of the User, and the parents/ supervisors or carers of those children.

6. Council's Obligations

- 6.1. The Council must ensure at all times that the User is using the Pool there is at least one suitably qualified lifeguard on duty.
- 6.2. Council must keep and maintain first aid equipment in good working order and first aid kits fully stocked at all times during the term of this Agreement.
- 6.3. The Council and all of its employees must enforce compliance by all other users of the Pool, of the Muswellbrook Aquatic Centre Rules and all applicable regulations relating to use and safety for swimming pools.
- 6.4. At all times, the Council must ensure that:
 - 6.4.1. Each swimming pool is cleaned and maintained in accordance with all applicable standards and/or regulations to ensure the health and safety of the User during any period of use of the Pool.
 - 6.4.2. In the event that the facility cannot be used for health and safety reasons, including but not limited to, inadequate chlorine levels, contamination of any sort, Council must notify the User as soon as practical and make arrangements for the User to use a different area of the Pool or reschedule such use of the facility once the issue has been remedied.
 - 6.4.3. All surrounding areas of the Pool, including change rooms and toilets and any other facilities at the Pool are kept clean and tidy.
- 6.5. The Council must conduct an induction for the User's Responsible and Contact Person and all other staff of the User who will be responsible for supervising students and other invitees of the User prior to the User using the Pool. During the induction, the Council must ensure that the emergency procedures are explained and location of first aid and other safety equipment is pointed out to the User.
- 6.6. The Council must be aware of, and warrants that its employees are aware of, the requirements of the Children and Young Persons (Care & Protection) Act 1998 and all other legislation relating to child protection.

- 6.7. The Council will ensure that all employees of Council who may have direct contact with children and young people in connection with the carrying out of obligations under this contract, comply with the requirements of the Child Protection Legislation.
- 6.8. Employees of the Council who may have direct contact with children and young people must certify that they are not a prohibited person under any Child Protection Legislation and the Council will make arrangements for its employees to undergo any screening under Child Protection Legislation reasonably required by the User.

7. User Acknowledgements

- 7.1. The User is responsible for the supervision and care of persons brought into the Pool by the User.
- 7.2. It is the responsibility of the User to obtain information regarding the skills of the persons it brings into the Pool and to instruct/supervise those persons according to their skill level.
- 7.3. Use of the Pool is subject to a number of risks, including risk of injury and drowning. The User is responsible for ensuring that there is adequate supervision and instruction of persons brought in to the Pool to protect against those risks.
- 7.4. Whilst the Council will engage suitably qualified first aid and lifeguard personnel at the Pool (Emergency Personnel), in the event of an emergency, the User is responsible for bringing such a situation to the attention of the Emergency Personnel and providing all necessary assistance to them as reasonably required.
- 7.5. Lifeguard staff that may be present within the Pool complex are not able to provide training, instructions or direct supervision of persons brought in to the Pool by the User.
- 7.6. First aid equipment is located at the facility and the User acknowledges that it has been informed of its location and has or will make this information available to all staff, agents etc. of the User prior to use of the Pool.
- 7.7. Unless hired exclusively, the Pool and other facilities at the Pool may be utilised by other users and members of the public at the same time as the User.

8. Default and Termination

- 8.1. If the User is in breach of any provision of this Agreement, the Council may serve a written notice (“Default Notice”) on the User, that states:
 - 8.1.1. the nature of the breach;
 - 8.1.2. what the User is required to do to remedy the breach;
 - 8.1.3. that the User has a period of not less than 2 Business Days to remedy the default; and
 - 8.1.4. the action proposed to be taken by the Council if the User fails to comply with the Default Notice.
- 8.2. The Council may terminate this Agreement on 5 business days’ notice by serving a written notice (“Termination Notice”) on the User. In this regard, the parties agree that the Council is:
 - 8.2.1. not required to provide reasons for termination of this Agreement pursuant to this clause 8.2.1; or
 - 8.2.2. Not precluded from entering into another agreement for the User’s use of the Pool following termination pursuant to this clause 8.2.2.
- 8.3. If the User fails to comply with a Default Notice, the Council may serve a Termination Notice terminating this Agreement.
- 8.4. Termination of this Agreement excludes further use of any Muswellbrook Shire Council swimming facility until such time as another agreement can be reached.

9. General

- 9.1. Any notice to be provided in accordance with this Agreement must be in writing and either hand delivered to the recipient or emailed to the email provided on the membership agreement.
- 9.2. If anything in this Agreement is unenforceable, illegal or void then it is severed, and the rest of this Agreement remains in force.
- 9.3. The laws of New South Wales govern this Agreement.

Muswellbrook Shire Council Aquatic Responsibility Code

The code is a safety initiative introduced to keep all pool users safe. Regardless of how you enjoy your water activities, always show courtesy to others and be aware that there are inherent risks in all water based recreation activities that common sense and personal awareness can reduce. These risks include shallow water, wet surfaces and patrons of varying age and swimming ability.

It is your responsibility to know and obey this code. Pool safety is a shared responsibility that requires a cooperative and community approach. Observe the code below and share with others the responsibility for a great experience at the Pool.

1. Observe and obey all signs and warnings at the pool as well as all lawful directives given by Pool Lifeguards and Pool Staff.
2. Always check the pool depth before entering the water. Enter the water in a safe manner and check for other swimmers before jumping in. You must avoid people already in the water.
3. Always be respectful of other people and the nature of their particular pool activity.
4. Never run on wet areas at the pool. Always move around the pool in a safe manner.
5. If you are involved in or witness an incident at the pool, remain at the scene and identify yourself to the Pool Lifeguard.
6. Do not swim, bathe or undertake any other aquatic activity if your ability is impaired by drugs or alcohol.
7. Always swim in water that is a safe depth for your capability. Take lessons from a qualified instructor to progress and learn swimming, first aid and resuscitation skills.
8. Children under the age of 10 must be actively supervised at all times by a responsible person over the age of 16.
9. Parents and carers must communicate and establish responsibility for direct supervision of children at all times around water. Designate at least one adult "Water Watcher" to supervise children around pools especially during social gatherings. Don't rely on older siblings or other children to supervise swimmers and don't rely on swimming lessons, flotation devices or other equipment to make a child "water safe."
10. Always swim with a friend and keep a look out for your mates.

Our Pool Lifeguards are at the pool all day to assist, educate and help you to understand this Code. This will ensure that all pool patrons enjoy themselves. Irresponsible, reckless and anti-social behavior may result in immediate suspension from pool use and/or cancellation of membership passes.

Supervision of young children at public pools has been a concern for the aquatics industry for many years. There is often the misconception by parents and carers that the responsibility for supervision of young children lies solely with lifeguards. Lifeguards are employed on a 1:100 ratio based on the expectation that parents will provide direct supervision of children.

Additional Conditions of Entry

The following conditions of entry also apply to all persons entering swimming pool grounds without written exemption from Council. A person must:

- a) pay the entry fee on entering the facility or display a current season ticket.
- b) not partake in behaviour considered to be anti-social, provocative, abusive or violent.
- c) not obstruct the entry/exit points to a pool.
- d) not interfere with any pool safety equipment.
- f) follow all directions for the safe use of any area of the facility including, spring boards, water slides, inflatable play equipment and children's play equipment etc.

- g) not enter a pump room, chemical storage area, plant room, kiosk or staff area.
- h) not enter a first aid room except to receive first aid or at the invitation of pool staff.
- i) provide evidence of age, if requested.
- j) wear an appropriate unsoiled bathing costume at all times.
- k) be unsoiled before entering a pool.
- l) not urinate or defecate anywhere in the grounds other than in a public toilet.
- m) not attempt to enter the swimming pool grounds whilst intoxicated or under the influence of drugs, nor bring or consume alcoholic or non-prescription drugs on pool grounds.
- n) not cause or permit an animal that is under the person's control to enter or remain in swimming pools grounds. Guide dogs excepted (see Section 16, Access for People Living with a Disability)
- o) not smoke within pool grounds or within 4m of a pedestrian entrance to a facility.
- p) not take photographs, video or electronic recordings in change rooms.
- q) not sit on, dive over, or otherwise interfere with lane ropes.
- r) not damage, deface, interfere with or alter swimming pool infrastructure or signage.
- s) not obstruct any authorised person or employee of, or contractor to perform their required duties.

Schools

When schools submit the booking form and current certificate of currency, in line with WH&S Legislation, they **must** supply Muswellbrook Aquatic Centre with a copy of their Risk Assessment for the use of the Muswellbrook Aquatic Centre during a Carnival or School Learn to Swim. If a Risk Assessment is not supplied with the completed booking form and current certificate of currency, use of the aquatic Centre will be withheld.

Schools can access safety documentation and policies of the Department of Education and Communities portal at:

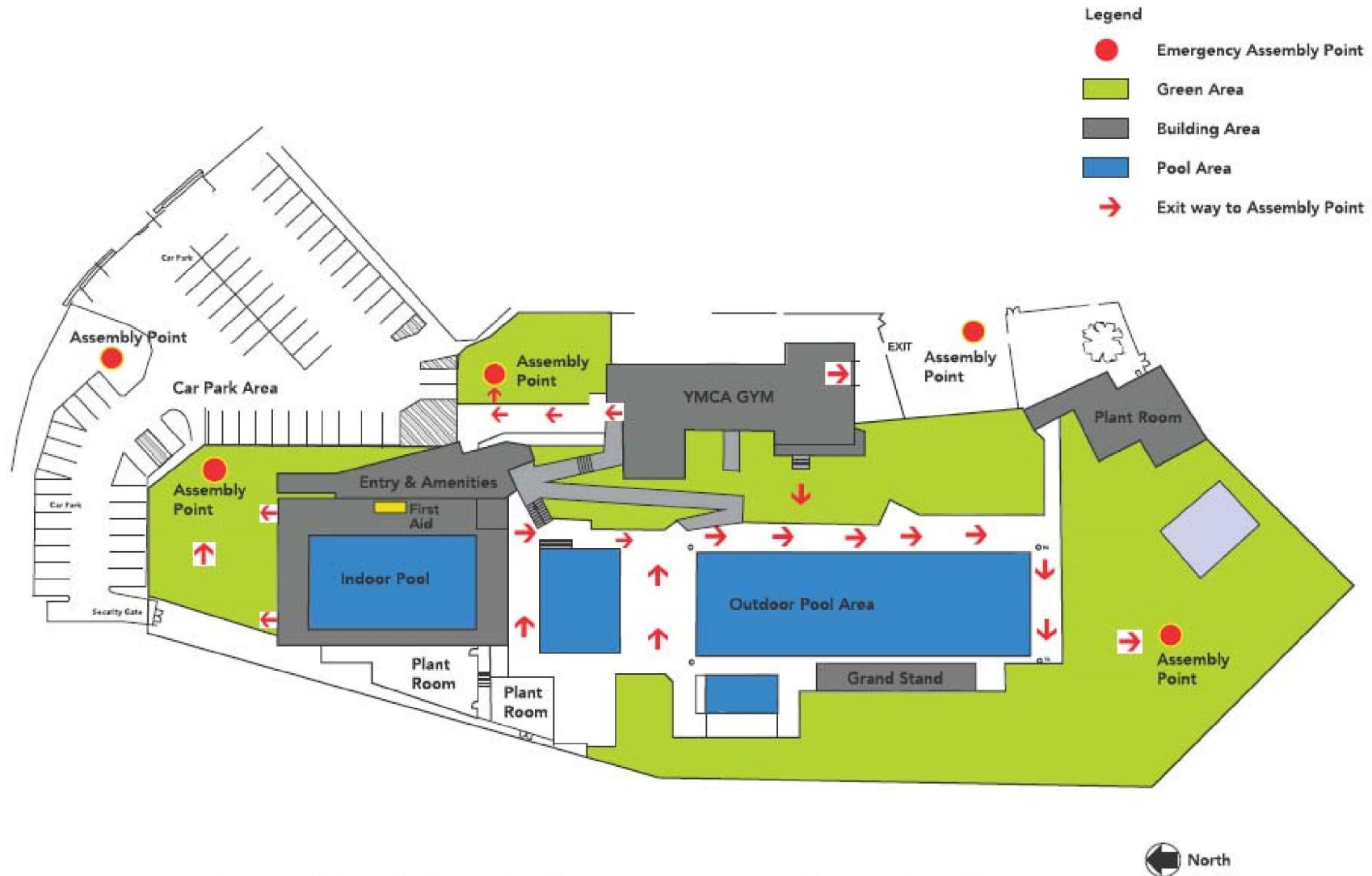
https://www.det.nsw.edu.au/policies/student_serv/student_welfare/safe_sport/PD20020012.shtml?query=SAFETY

http://www.sports.det.nsw.edu.au/spguide/activities/general/resources/risk_manage.php

<http://www.sports.det.nsw.edu.au/spguide/activities/index.php>

https://www.det.nsw.edu.au/policies/staff/oh_s/ohs_pol/PD20040007.shtml

Also required with the Carnival Risk Assessment, schools are required to submit a completed risk assessment for shallow water diving. Muswellbrook Aquatic Centre has attached a sample risk assessment which has been created in partnership with Royal Life Saving and NSW Department of Education and Training. We have also included with this document, our Emergency Action Plan with a site drawing of the Centre and some valuable safety information



Muswellbrook Aquatic Centre Emergency Evacuation Plan
Patrons to Follow all Lifeguards Instructions

Emergency Action Plan

*This is a brief overview of the MAC Emergency Action Plan.
A complete copy can be obtained by contacting the centre
manager*

Minor Incidents

Any minor incident, such as general first aid shall be attended to by the lifeguard whilst 'on deck'.

Incidents where the lifeguard is not able to supervise the pool while attending to first aid or report writing may require another staff member to supervise the pool.

School staff/group leaders may be required to assist with supervision of the patient so the lifeguard can return to normal duties.

Major Incidents

Incidents considered as life threatening for any and all individuals including suspected drowning, suspected spinal injury, cardiac incident or similar may require the immediate cessation of the event and for all persons to leave the water while the lifeguards attend to the incident.

School staff may be required to assist as deemed necessary by the lifeguards and/or duty manager.

Staff Response (e.g. Supervisor or Lifeguard)

Minor incident – when not attended to by school staff should be directed to the lifeguards

Major incident – any major incident will take precedent over other activities and as such the carnival or event may need to be suspended while staff are attending to the emergency.

1. Lifeguard 1 is to attend to the patient
2. Lifeguard 2 is to alert Reception by whatever means appropriate
3. Kiosk to contact the emergency services (000) and inform Lifeguard 2
4. Lifeguard 2 is to clear the pools before assisting Lifeguard 1
5. All other leisure centre staff and school staff are required to assist as necessary

Rescue and First Aid Equipment

The first aid room is located in opposite the indoor pool area.

Emergency Services

In the event of a major emergency Phone 000.

For minor emergencies, centre staff will consult with the school staff to ascertain the most appropriate course of action. The centre staff may however contact emergency services without consulting school staff if they deem it appropriate.

Evacuation

In the event of an incident requiring evacuation of the centre (such as fire, chemical spill or leak, bomb threat, power failure, structural failure, etc.), school staff are to follow the directions of the Muswellbrook Aquatic Centre and Denman Pool staff and assist in evacuating the students to the appropriate assembly points.

Use of outdoor pools during electrical storms (i.e. lightning) is not allowed. Should this occur, the outdoor pool and grounds will be cleared and attempts will be made to accommodate swimmers and spectators indoors. The outdoor pool will be closed when the time between Lightning and Thunder is 5 minutes or under.

Please refer to the Site Plan on page10 of this document for, location of emergency exits, first aid stations and evacuation assembly areas.

Diving Risk Assessment

The following is a summary of the Diving Risk Assessment conducted at Muswellbrook Aquatic Centre.

Step 1 – Organisation of the Swimming Event

A Shallow Water Diving Information & Risk Assessment (this document) is included. This contains information on:

- Water Depths
- Suggested water entry Techniques (Dive Starts Permitted or In-Water Starts Recommended)
- Risk Identification, Assessment & Control Measures

Step 2 – Implementation of Shallow Water Diving Induction & Recording of Student Participation
































Only allow dive starts into deep water & conduct In-Water starts in the shallow water

Step 3 – Announcements to Competitors and Officials on Carnival Day

- Prior to the event all competitors should be informed that there will be no shallow water diving
- The water depths at each starting point should be made clear to all participants

SUMMARY

Where and when is diving permitted at Muswellbrook Aquatic Centre

	Outdoor 50m Pool		Indoor 25m Pool		Learners Pool Toddlers Pool	
	Deep End	Shallow End	Deep End	Shallow End	Entire Pool	Entire Pool
Pool Depth	2.1m	1.1m	1.8m	1.0m	0.9m	0.4m to 0.0m
Trained Competitors	Dive Starts Permitted 	Dive Starts Not Permitted 	Dive Starts Permitted 	Not Permitted <i>In-water starts recommended</i>  	Not Permitted  	Not Permitted  
Un-Trained Competitors	Dive Starts Permitted 	Not Permitted <i>In-water starts recommended</i>  	Not Permitted <i>In-water starts recommended</i>  	Not Permitted <i>In-water starts recommended</i>  	Not Permitted  	Not Permitted  
Recreational Swimmers	Diving Permitted 	Not Permitted  	Not Permitted  	Not Permitted  	Not Permitted  	Not Permitted  

APPENDIX 1 – SHALLOW WATER DIVING INFORMATION & RISK ASSESSMENT

ATTENTION: Principal and Carnival Coordinator

Please ensure you read and understand all PARTS to this document prior to signing and agreeing to terms and conditions.

PART 1 – WATER DEPTH

After consultation with Royal Life Saving NSW, the Aquatic and Recreation Institute and the NSW Department of Education and Training (DET) it has been deemed important that provide you with information on shallow water diving. This is particularly pertinent to relay events or other activities where diving in shallow water may be a scheduled carnival event or activity.

CARNIVAL POOL –			
DEEP END DEPTH (or location)	Metres	SHALLOW END DEPTH (or location)	Metres
Concourse / Starting Block height above water	mm	Concourse / Starting Block height above water	mm
OTHER INFORMATION			

SUGGESTED SAFE WATER ENTRY TECHNIQUE

Based on the Royal Life Saving Guidelines for Safe Pool Operation Guideline SU22 the following entry is suggested.

DEEP END (or location)	SHALLOW END(or location)
OTHER INFORMATION If you undertake Competitive Dive starts please ensure appropriate induction, training and competitor announcements are undertaken in accordance with DET requirements.	

PART 2 - RISK IDENTIFICATION / ASSESSMENT / CONTROL

DATE	LOCATION
IDENTIFICATION	
ASSESSORS	
WORK AREA	
HAZARD DESCRIPTION	

ASSESSMENT	
CURRENT CONTROLS	
LIKELIHOOD DETAILS	
CONSEQUENCE DETAILS	
LEVEL OF RISK	

PROPOSED CONTROLS	BY DATE
ELIMINATION	
SUBSTITUTION	
ENGINEERING	
ADMINISTRATION	
LIKELIHOOD DETAILS (After proposed controls implementation)	
CONSEQUENCE DETAILS (After proposed controls implementation)	
LEVEL OF RISK	

APPROVAL TO IMPLEMENT CONTROLS & RESPONSIBLE PERSON

RESPONSIBLE PERSON	NAME	BY DATE	STATUS

ADDITIONAL ACTIONS TO BE TAKEN

APPENDIX 2 – SHALLOW WATER DIVING INFORMATION & RISK ASSESSMENT (SAMPLE)

ATTENTION: Principal and Aquatic Carnival Coordinator

Please ensure you read and understand all PARTS to this document prior to signing and agreeing to terms and conditions.

PART 1 – WATER DEPTH

After consultation with Royal Life Saving NSW, the Aquatic and Recreation Institute and the NSW Department of Education and Training (DET) it has been deemed important that WARINGAH AQUATIC CENTRE provide you with information on shallow water diving. This is particularly pertinent to relay events or other activities where diving in shallow water may be a scheduled carnival event or activity.

CARNIVAL POOL –			
DEEP END DEPTH (or location)	1.8 Metres	SHALLOW END DEPTH (or location)	1.01 Metres
Concourse / Starting Block height above water	750 mm	Concourse / Starting Block height above water	300 mm
OTHER INFORMATION	If boom is to be utilised for entry please consult with Lifeguard staff		

SUGGESTED SAFE WATER ENTRY TECHNIQUE

Based on the Royal Life Saving Guidelines for Safe Pool Operation Guideline SU22 the following entry is suggested.

DEEP END (or location)	Copetitive Dive Start Permissible	SHALLOW END(or location)	Copetitive Dive Start Permissible
OTHER INFORMATION If you undertake Competitive Dive starts please ensure appropriate induction, training and competitor announcements are undertaken in accordance with DET requirements.			

PART 2 - RISK IDENTIFICATION / ASSESSMENT / CONTROL

DATE 12th May 2007	LOCATION 25 metre Carnival Pool (Shallow end)
IDENTIFICATION	
ASSESSORS	(INSERT KEY STAFF UNDERTAKING RISK ASSESSMENT)
WORK AREA	Shallow end
HAZARD DESCRIPTION	Risk of steep dive into shallow end of pool causing possible head/neck injury

ASSESSMENT	
CURRENT CONTROLS	Non-elite swimmers require clearance from Principal
LIKELIHOOD DETAILS	Very likely – could happen at anytime
CONSEQUENCE DETAILS	Permanent disability or ill health (possible death)
LEVEL OF RISK	1

PROPOSED CONTROLS		BY DATE
ELIMINATION		
SUBSTITUTION		
ENGINEERING		
ADMINISTRATION	Portable dive blocks are not offered for carnivals at shallow end. Basic carnivals are a deep end start	1st July 2007
LIKELIHOOD DETAILS (After proposed controls implementation)	Very unlikely – could happen but probably never will	
CONSEQUENCE DETAILS (After proposed controls implementation)	Death or permanent disability or ill health	
LEVEL OF RISK		3

APPROVAL TO IMPLEMENT CONTROLS & RESPONSIBLE PERSON

RESPONSIBLE PERSON	NAME	BY DATE	STATUS
MANAGER/TEAM LEADER	(NAME OF MANAGER)	(INSERT DATE)	IMPLEMENTED

ADDITIONAL ACTIONS TO BE TAKEN D2 2.1 Terms & Conditions – shallow end pool depth is 1 metre-signage indicates no diving permitted. Hirers requesting the use of shallow end start to complete own risk assessment. D2 2.2 Inclusion of RLSSA "Guidelines for Safe Pool Operation" in terms and conditions.

APPENDIX 3 – DEPTH MATRIX

The following information is provided for schools who undertake their own water depth assessment. Please ensure you add depth details to Appendix 1 with a corresponding "SUGGESTED SAFE WATER ENTRY TECHNIQUE".

DIVING DEPTH MATRIX

Water depths for starts for competition swimming and training (for trained competitors)

DEPTH	COMMENT	ENTRY
Less than 900mm	Dive starts should not be permitted	All events should be commenced in the water
900 – 1000mm	Concourse level to a maximum height above water of 200mm	Competitive dive starts may be permitted
	If concourse level greater than 200mm	In-water start
1000 – 1200mm	Concourse level to a maximum height above water of 400mm	Competitive dive starts may be permitted
	If concourse level greater than 400mm	In-water start
1200mm or greater	Maximum height of 750mm	Competitive dive starts may be permitted
	If greater then 750mm	In-water start

APPENDIX 4 - RISK MANAGEMENT MATRIX

The following information is provided for schools who undertake their own risk assessment. Please ensure you add appropriate details to Appendix 1 PART 2 RISK IDENTIFICATION / ASSESSMENT / CONTROL

A matrix can be used to give each individual risk a numerical rating, allowing the risks to be categorised according to severity. The first step is to determine the level of consequence (harm) should something happen. The second step is to determine how likely it is for something to happen.

CONSEQUENCE

Classify the category of the consequence using the following table: Table 1.

CATEGORY	CONSEQUENCE (HARM)	DESCRIPTION
1	Catastrophic	Fatalities
2	Major	Serious injury, such as permanent disability
3	Moderate	Medical treatment or lost time injury
4	Minor	Minor injury, such as first aid
5	Insignificant	No injury

LIKELIHOOD

Estimate how likely the consequence is to happen as a result of exposure to the hazard using the following table: Table 2.

CATEGORY	PROBABILITY	DESCRIPTION
A	Almost certain, common	Is expected to occur in most circumstances
B	Likely, has happened	Will probably occur in most circumstances
C	Possible, could happen	Might occur at some time
D	Unlikely, not likely	Could occur at some time
E	Rare, practically impossible	May occur only in exceptional circumstances

A risk score can be determined by cross referencing the potential consequence with the likelihood of the consequence being realised in the following table: Table 3.

LIKELIHOOD						CONSEQUENCE (HARM)
A	B	C	D	E		
1	2	4	7	11	1	
3	5	8	12	16	2	
6	9	13	17	20	3	
10	14	18	21	23	4	
15	19	22	24	25	5	

The risk score can provide a ranking that will give an indication of the priority and the qualitative level of risk and the need to take remedial action.

HIGH – immediate correction required. Consider discontinuing

MEDIUM – attention needed, correction required

LOW – perhaps acceptable as is

The level of acceptable risk varies with all hazards, the ways and available means of reducing risk and the skills and competencies of persons managing the risks.

APPENDIX 5:

ANNOUNCEMENT INFORMATION

It is important that competitors and officials are provided with important information concerning the carnival facility or venue prior to the first carnival event. This induction activity, developed in collaboration with the facility management, should focus on risk management or control procedures relevant to the performance of a shallow water dive and any other safety related facility protocols, for example, evacuation policy. Announcements may be completed during pre-event roll-call or assembly.

The following information is suggested only. Principals and Carnival Coordinators should ensure all appropriate induction information is provided to competitors, officials and staff. This information is only relevant to shallow water diving.

"The water depth at this venue is (announce depth) metres at (deep end or entry point) and (announce depth) metres at (shallow end or entry point). All competitors – please ensure you enter the water appropriately and only when instructed."

PRE-EVENT STATEMENTS

This information is only relevant to shallow water diving.

Prior to each scheduled event, all competitors in that event should be warned that there are risks associated with shallow water diving and reminded of the Shallow Water Diving Induction program. The water depth at entry point should also be made clear to the competitors in each event. These announcements are particularly important if the event start is to commence from a starting block or platform or in shallow water (relay event). Pre-event statements can be made during the event marshalling process.

The following statements should be read to competitors in the pre-marshalling area prior to each event commencement:

"The water you are diving into is _____ metres deep. Remember Lock hands, lock head, s
teer up for EVERY dive entry"