



THIS AGREEMENT is made in triplicate on the _____ day of _____, 20_____.

AFFILIATED AQUATIC CLUB AGREEMENT

BETWEEN:

CITY OF OTTAWA

(hereafter referred to as the "City" and "Aquatic Operator")

AND

(hereafter referred to as the "The Affiliated Aquatic Club" and "Club")

WHEREAS the City wishes to facilitate aquatic club involvement within the City of Ottawa by making its aquatic facilities readily accessible to Affiliated Aquatic Clubs and exempt Affiliated Aquatic Clubs from having to use and pay for City of Ottawa lifeguards as part of their rental;

AND WHEREAS the City wishes to identify its safety and supervision requirements for Affiliated Aquatic Club rentals entered into within the guidelines of the Parks and Recreation Facility Allocation Policy;

AND WHEREAS the Affiliated Aquatic Club wishes to make use of _____

(hereafter referred to as the "facility(ies)") to carry on its activities,

at the following dates and times:

DEFINITIONS:

Aquatic Operator: means a person designated by the owner of a public pool as being responsible for the operation of the pool.

Affiliated Aquatic Club: means a not-for-profit organization that operates facilities for the use of its members.



Lifeguard: means a person, with a current NLS, Standard FA and Level “C” CPR certifications, appointed by the owner or operator or Affiliated Aquatic Club to maintain surveillance over the bathers while they are on the deck or in the pool and to supervise bather safety.

Aquatic Facility Operational Hours: means core operating hours for which City funds are provided for aquatic staff.

NOW THEREFORE in consideration of the rental of the premises and the mutual covenants and agreements herein contained, and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the parties hereby agree as follows:

1. THE CITY SHALL:

- a. Allow the Affiliated Aquatic Club to use the facilities pursuant to the terms and conditions of this Agreement and exempt the Affiliated Aquatic Club from having to use and pay for City of Ottawa lifeguards as part of the aquatic facility rental, subject to the terms and conditions of this Agreement.
- b. Where deemed necessary by the City, provide the Club lifeguards with an Affiliated Aquatic Club Card to be used for identification purposes while in the facility.
- c. Monitor on a quarterly basis the activities and events of all Affiliated Aquatic Clubs to ensure conformity to the Terms and Conditions of this Agreement.
- d. Verify the qualifications of all Affiliated Aquatic Club lifeguards and coordinate all site-specific facility orientations/emergency procedure review, the contents and scope of which shall be determined by the Aquatic Operator, and may include skill testing in the water.
- e. Ensure that copies of all Affiliated Aquatic Club lifeguard certifications are kept on file at the aquatic facility and remain available for examination for the duration of the rental Agreement.
- f. Approve ALL changes/substitutions made to the scheduled lifeguards provided by the Affiliated Aquatic Club or designate during the rental period.
- g. Make City emergency equipment (i.e. First Aid Kit, Spinal Board, Trauma Bag) available to Clubs for use during the rental period.
- h. Assist with the provision of Automated External Defibrillator (AED) and Oxygen Therapy Training to Affiliated Aquatic Club lifeguards, on a cost recovery basis.

2. THE CITY RESERVES THE RIGHT TO:

- a. Access the aquatic facility at any time.
- b. Immediately, without notice, suspend this Agreement as well as any ongoing Affiliated Aquatic Club activities or events at the facility if:
 - i unforeseen circumstances arise and the City has an immediate requirement for use of the facility;



or

- ii the Affiliated Aquatic Club does not comply with the terms and conditions of this agreement or fails to perform or fails to conduct their operations in a manner acceptable to the City. In such event, the City will attempt to remedy the situation with the cooperation of the Club and, if possible, may staff the rental period with a City of Ottawa lifeguard, at the expense of the Club.

c. Immediately terminate this Agreement without notice if:

- i the Affiliated Aquatic Club is in violation of the terms and conditions of this Agreement and has received at least one suspension pursuant to section 2 (b) (ii), above, and the situation has not been remedied to the satisfaction of the City;

or

- ii the Affiliated Aquatic Club, its employees, volunteers or agents support, espouse or promote views, ideas or presentations which promote, or are likely to promote, discrimination, contempt or hatred to any person on the basis of race, national or ethnic origin, color, religion, age, sex, marital status, family status, sexual preference, or disability, gratuitous sex and violence or denigration of the human condition.

d. Terminate this Agreement by providing 60 days prior written notice to the Club of its intention to terminate.

e. Make adjustments to the required supervision ratios (in consultation with the Affiliated Aquatic Club) in cases where City staff determine that participant safety is at risk or where the activity warrants smaller ratios (for example, instruction of young children).

f. Charge appropriate staff fees during a rental period outside of the aquatic facility's operational hours, when a City staff person is required to provide the Affiliated Aquatic Club with access to the aquatic facility. This charge will be communicated to the Affiliated Aquatic Club in advance. If the City staff providing access to the Club is a qualified lifeguard, then this staff will act as the "first lifeguard", as prescribed in 7. b. ii, and will play the lead role in managing any emergency situations that may arise throughout the rental period.

g. Charge appropriate City lifeguard staffing fees to Affiliated Aquatic Clubs for rental periods:

- a. during which Affiliated Aquatic Clubs do not meet the conditions of this Agreement;
- b. during which Affiliated Aquatic Clubs are providing leisure type swimming activities; or
- c. for special events, competitions and fun days.

THE AFFILIATED AQUATIC CLUB DUTIES AND RESPONSIBILITIES:



3. Agreement Execution Requirements – The Affiliated Aquatic Club Shall:

- a. Provide the Aquatic Operator, or an assigned delegate, with a signed copy of this Agreement prior to the start of the rental Agreement.
- b. Not transfer this Agreement to an individual or organization without prior written authorization from the City.
- c. Sign a key agreement with the City of Ottawa for the use of rental space, when requested, and provide a signed copy to the Aquatic Operator.
- d. Comply with all applicable City and Recreation and Community Services site-specific rules, regulations, policies and procedures relative to the operation of swimming pools.
- e. Remain in good standing with the City of Ottawa, which means the Affiliated Aquatic Club must:
 - i. operate in compliance with applicable City and Recreation and Community Services site specific rules, regulations, policies and procedures relative to the operation of swimming pools, and applicable City of Ottawa By-laws;
 - ii. have no outstanding, unresolved operational complaints or issues on record with the City of Ottawa; and
 - iii. have no outstanding payment charges with the City of Ottawa.
- f. Make all Affiliated Aquatic Club lifeguards, coaches and participants using the aquatic facility aware of the terms and conditions of this Agreement, and provide a copy of this Agreement to all Club coaches and lifeguards.
- g. Ensure at all times during the rental period, that only club members have access to the pool and deck area.
- h. Ensure that all club participants, including club coaches/lifeguards, shower with **warm water and soap**, and rinse off the soap, before entering the pool.
- i. Consult with City staff and receive written approval before purchasing, installing or using any equipment, electronics or appliances that will occupy space in the City facility. The Affiliated Aquatic Club shall cover the cost of such equipment, electronics or appliances and shall ensure that they are properly maintained and manipulated, and that they are safely used for the purpose for which they are intended.
- j. Maintain, at the club's own expense, Broad Form Property insurance coverage to the replacement value of the club's equipment, electronics or appliances that will be used during the rental period or stored at the facility or, in the event the equipment, electronics or appliances are self-insured by the club, provide the Aquatic Operator with a letter signed by an Executive Officer of the club, accepting loss or damage to the equipment, electronics or appliances. Evidence of this insurance, satisfactory to the City of Ottawa, shall be provided by the Affiliated Aquatic Club to the Aquatic Operator upon execution of the Affiliated Aquatic Club Agreement and the Affiliated Aquatic Club shall annually provide the City of Ottawa with a Certificate of Insurance confirming the said insurance policy is in good standing.



4. Termination

The Affiliated Aquatic Club shall provide the City with a minimum of 60 days notice in writing should it be the intent of the Affiliated Aquatic Club to terminate this Agreement. Ten (10) working days written notice is required to request a modification to the rental contract. Thirty (30) working days written notice is required for contract modification when it comes to special events, competitions or swim meets. Full charges will apply for Affiliated Aquatic Clubs that do not meet these deadlines.

5. The Facility – The Affiliated Aquatic Club Shall:

- a. Use the City of Ottawa facility and equipment provided (as specified in section 1 g. above) in a manner consistent with its intended use, and return it to its place of origin at the end of the rental period.
- b. Assume full responsibility for the decision-making, and supervision of the conduct of activities by Club participants in the aquatic facility during the periods of access obtained under this Agreement, to a level that meets City of Ottawa standards/practices. Such standards/practices shall be communicated to the Affiliated Aquatic Club by the Aquatic Operator, or an assigned delegate, at the site-specific orientation prior to the commencement of the rental Agreement.
- c. Ensure that Club lifeguards are always the last Club members to leave the aquatic facility, including the change rooms. Prior to leaving the aquatic facility, Club lifeguards will ensure that all areas to which access was granted under this Agreement have been secured and the change rooms have been cleared of all Club participants.
- d. Assume full responsibility for all damages beyond the normal wear and tear to the facility and equipment caused by its employees, members, volunteers, agents, contractors, participants or any person who receives access to the aquatic facility and/or equipment during the period of access to the facility obtained under this Agreement.
- e. In situations deemed necessary by the General Manager of Recreation and Community Services, or an assigned delegate responsible for the facility, be responsible for the cost of repair of damages for which the Affiliated Aquatic Club is responsible. Such repairs will be carried out at the City's discretion and charged back to the Affiliated Aquatic Club.

6. Prior to the Start of the Rental Period - The Affiliated Aquatic Club Shall:

- a. Provide the Aquatic Operator with a list of names and contact information of all Club lifeguards who will be working for the Club as part of this Agreement. A copy of this list will be maintained at the aquatic facility at all times.
- b. Provide the Aquatic Operator with the original certifications for all lifeguards who will be staffing the rental periods. Copies of these certifications will be left on file at the aquatic facility and remain available for examination for the duration of the rental Agreement.



- c. Ensure that all lifeguards hired or retained by the Affiliated Aquatic Club or designate for the rental period participate in and successfully complete, an annual site-specific facility orientation which covers emergency procedure review, to be administered by the City, as specified in section 1 (d), above.
- d. Administer, every 12 months, to all lifeguards hired or retained by the Affiliated Aquatic Club or designate as part of this rental Agreement, a water screening in accordance with current NLS standards (as covered in the NLS exam), for the purpose of verifying lifeguarding skills and any other skills pertinent to the Club's specific activity/sport.
- e. Ensure that all lifeguards and coaches employed or retained by the Affiliated Aquatic Club for the purpose of providing or assisting in the provision of aquatic instruction or practice to individuals under the age of 18 complete a Police Record Check prior to the rental period and provide the Affiliated Aquatic Club with a valid Canadian Police Certificate. The Affiliated Aquatic Club shall ensure that the Police Record Check is updated once every two years for each lifeguard and coach and that an updated Certificate is submitted to the Club.

7. The Rental Period – The Affiliated Aquatic Club Shall:

- a. Provide only aquatic instruction or aquatic practice during the rental period covered by this Agreement.
- b. Ensure that for **rentals outside of the operational hours** of an aquatic facility, when there is no City programming or other aquatic activities taking place in the pool, and the Affiliated Aquatic Club is in the pool area without the presence of City aquatic staff, the following conditions are met:
 - i For each rental period, the Affiliated Aquatic Club must provide a **minimum of two certified lifeguards** (lifeguard to participant ratio is 1 to 25) one of which must be a minimum of 18 years of age.
 - ii The **first** lifeguard for each rental period **must** hold current certifications in:
 - National Lifeguard Service (NLS);
 - Standard First Aid; and,
 - CPR (level C).
 - iii The **second** lifeguard for each rental period **must** hold current certifications in:
 - National Lifeguard Service (NLS).

The City recommends that the **second** lifeguard also have current certifications in Standard First Aid and CPR (level C).
 - iv All lifeguards must be capable and competent to perform lifeguarding duties for the rental period for which they have been retained by the Club, and must



possess any additional skills as may be required relating to the particular aquatic instruction or practice activities undertaken during the rental period for which they have been retained by the Club.

- v The City highly recommends that Affiliated Aquatic Club lifeguards be trained in Oxygen Therapy and AED since all City aquatic facilities are equipped with oxygen tanks and AED machines.
- c. Ensure that for **rentals within the operational hours** of an aquatic facility, when there is City programming or other activities taking place in the pool, and City aquatic staff are in the pool area, the following conditions are met:
- i For each rental period, the Affiliated Aquatic Club must provide a **minimum of one certified lifeguard** (lifeguard to participant ratio is 1 to 25) who is at least 16 years of age and holds current certifications in:
 - National Lifeguard Service (NLS);
 - Standard First Aid; and,
 - CPR (level C).
 - ii All lifeguards must be capable and competent to perform lifeguarding duties for the rental period for which they have been retained by the Club, and must possess any additional skills as may be required relating to the particular aquatic instruction or practice activities undertaken during the rental period for which they have been retained by the Club.
 - iii The lifeguard will be responsible for the safety and supervision of Club participants (meeting ratios described in item 8(c) below) and the City of Ottawa staff will act as the back up. This arrangement must be negotiated with the Aquatic Operator in advance of the contract and it may not be possible for all rentals.
 - iv The City highly recommends that Affiliated Aquatic Club lifeguards be trained in Oxygen Therapy and AED since all City aquatic facilities are equipped with oxygen tanks and AED machines.

8. Safety and Supervision – The Affiliated Aquatic Club Shall:

- a. Actively supervise Club participants while in the aquatic facility, including in the change rooms, on the pool deck and in the water and, in the event of an emergency, initiate emergency procedures in order to save a life, prevent further injury or alleviate suffering until the services of medical personnel are obtained.
- b. As stated in 3 (g) above, ensure at all times during the club's rental period, that only club members have access to the pool and deck area.
- c. Enforce the provisions of Subsection 17(16)&(17) contained in Regulation 565, as amended, made under the Health Protection and Promotion Act, R.S.O. 1990, c H.7, as



amended, (provided in Attachment A to this Agreement) for the duration of their rental contract.

- d. Enforce and conform to City of Ottawa lifeguarding ratios, which state that each lifeguard hired by the Affiliated Aquatic Club will supervise no more than 25 participants at one time (lifeguard to participant ratio is according to Ontario Health Regulations and City of Ottawa standards). *Pursuant to section 2(h), some activities, such as instruction of young children, will require smaller ratios. These ratios will be determined by the Aquatic Operator prior to the approval of the rental Agreement.*
- e. Provide for each rental period the appropriate number of lifeguards, who hold the required certifications and skills, as prescribed in sections 6 (c, d) and 7. The Affiliated Aquatic Club notes that the City of Ottawa highly recommends that lifeguards be trained in Oxygen Therapy since all City aquatic facilities are equipped with oxygen tanks.
- f. Ensure that all required lifeguard qualifications remain current for the duration of this rental Agreement. It is the responsibility of the Affiliated Aquatic Club to provide updated qualifications to the Aquatic Operator, should the qualification(s) of the lifeguard(s) hired or retained by the Club expire during the period covered by this Agreement.
- g. Ensure that the lifeguard(s) hired or retained by the Affiliated Aquatic Club is the first person to go out on the pool deck. Club participants cannot go on the pool deck without the presence of the lifeguard(s).
- h. Ensure that a minimum of one lifeguard (lifeguard to participant ratio is 1 to 25) is on deck, actively supervising participants at all times during the rental period.
- i. Ensure that the second lifeguard, whether hired by the Affiliated Aquatic Club or by the City of Ottawa, remains within sight of the pool area at all times. The second lifeguard can be a participant in pool activities as long as the Club's participation numbers remain under 25. Once the number of participants exceeds 25, the second lifeguard MUST resume active supervision on deck.
- j. Ensure that the lifeguard(s) hired or retained by the Affiliated Aquatic Club is (are) always the last Club participant(s) to leave the aquatic facility after ensuring that ALL other Club participants have vacated the change room areas.
- k. Ensure that all lifeguards hired by the Affiliated Aquatic Club or designate are attired so that they are readily identifiable and that their attire does not hinder their ability to perform a rescue (i.e. whistle and bathing suit/shorts and t-shirt).
- l. Ensure that, where deemed applicable by the City, all lifeguards hired by the Affiliated Aquatic Club or designate wear the "Affiliated Aquatic Club Identification Card" provided by the City at all times while they are in the facility.
- m. Ensure the "Emergency Contact Lists" provided by the City of Ottawa at the time of the facility orientation, are readily accessible to lifeguards at all times.



9. Insurance Requirements

The Affiliated Aquatic Club shall maintain, at the Club's own expense, Commercial General Liability insurance coverage acceptable to the City and subject to limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance shall be in the name of the Affiliated Aquatic Club and shall name the City of Ottawa as an additional insured thereunder. Such insurance policy shall contain an endorsement to provide the City of Ottawa with thirty (30) days written notice of cancellation or of any material change to the policy having the effect of reducing coverage. Evidence of insurance satisfactory to the City of Ottawa shall be provided by the Affiliated Aquatic Club to the Aquatic Operator upon execution of the rental contract and the Affiliated Aquatic Club shall annually provide the City of Ottawa with a Certificate of Insurance confirming the said insurance policy is in good standing. As determined by the City of Ottawa, the Affiliated Aquatic Club may be required to increase the liability limit of the said insurance policy or may be required to provide and maintain additional insurance coverages, which are related to the rental contract.

10. Waivers of Liability

The City recommends that as a proactive risk management practice, Affiliated Aquatic Clubs or designates encourage their members to:

- Complete a PAR-Q form, which determines whether members should check with their doctor before becoming more physically active. Copies of PAR-Q forms are available on the following website <http://www.csep.ca/forms.asp>;
- Complete the Consent, Assumption of Risks & Indemnity Form (*Attachment B*). Completed Consent, Assumption of Risks & Indemnity Forms should be maintained for two (2) additional years after the program has ended.

11. Indemnification

The Affiliated Aquatic Club shall indemnify and save harmless the City of Ottawa from any and all claims, demands, causes of action, loss, costs or damages that the City of Ottawa may suffer, incur or be liable for resulting from the negligence, acts or omissions, obligations or performance of the Affiliated Aquatic Club, its employees, volunteers, contractors and agents or their failure to adhere to the terms and conditions set out in this Agreement or in relation to the use of the described facility.

12. Applicable Laws – The Affiliated Aquatic Club:

- a. Shall comply with all applicable City and Recreation and Community Services site-specific rules, regulations, policies and procedures relative to the operation of swimming pools.



Affiliated Aquatic Club mailing address: _____

Affiliated Aquatic Club telephone number: _____(W)_____ (H)

Affiliated Aquatic Club e-mail address: _____ Fax # _____

City of Ottawa

Signature of Aquatic Operator, Recreation and
Community Services

Date

I have the authority to bind the City

Identify the facility(ies) and dates and times this Agreement pertains to: _____

Facility telephone #: _____

Name of assigned City delegate(s): _____

Title: _____



Telephone #: _____ Fax #: _____

Taken from the Health Protection and Promotion Act

R.R.O. 1990, REGULATION 565

Amended to O. Reg. 179/02

PUBLIC POOLS

SUBSECTION 17

17. (1) Every owner and every operator shall ensure that there are written emergency and operational procedures and instructions at the pool to be implemented in the event of an emergency, accident or injury in the pool and that all lifeguards and assistant lifeguards are trained in the emergency and operational procedures. R.R.O. 1990, Reg. 565, s. 17 (1).

(2) Subject to subsections (3), (13), (14), (15), (16), (18), (19) and (20), every owner and every operator shall ensure that where a public pool is open for use there are on duty on the deck lifeguards and assistant lifeguards trained in the emergency procedures for the pool and in such numbers that the total provided is in accordance with the following Table and the number of assistant lifeguards does not exceed the number of lifeguards:

TABLE

MINIMUM NUMBERS OF LIFEGUARDS AND ASSISTANT LIFEGUARDS FOR A PUBLIC POOL WITH A WATER SURFACE AREA OF 500 SQUARE METRES OR LESS (OTHER THAN A WAVE ACTION POOL)

Where there are assistant lifeguards and lifeguards on duty		Where there are only lifeguards on duty	
Number of bathers on the deck and in the pool	Minimum number of lifeguards and assistant lifeguards on duty	Number of bathers on the deck and in the pool	Minimum number of lifeguards on duty

0-30	1	0-30	1
31-100	2	31-125	2
101-200	3	126-250	3
201-300	4	251-400	4
300 or more	One additional lifeguard or assistant lifeguard for each additional 100 bathers or fraction thereof	400 or more	One additional lifeguard for each additional 150 bathers or fraction thereof

R.R.O. 1990, Reg. 565, s. 17 (2); O. Reg. 270/99, s. 1 (1).

(3) Where a pool, other than a wave action pool, has a water surface area open for use that is greater than 500 square metres,

(a) the minimum numbers of lifeguards and assistant lifeguards referred to in the Table in subsection (2) shall be increased by one; and

(b) where there are two persons who hold the National Lifeguard Service's Lifeguard Certificate on duty, the number of bathers referred to in the Table in subsection (2) may exceed thirty but shall not exceed sixty.

(4) Where there is only one lifeguard on duty on the deck, every owner of a Class A pool and every operator shall ensure that there are on duty elsewhere on the premises and within call one or more additional persons sixteen years of age or over who are trained in the emergency procedures for the pool.

(5) Lifeguards and assistant lifeguards shall be so attired that they are readily identifiable. R.R.O. 1990, Reg. 565, s. 17 (3-5).

(6) Every lifeguard shall,

(a) be at least 16 years of age;

(b) be the holder of a current lifeguard certificate that is dated not more than two years prior to the date on which he or she is acting as a lifeguard; and

(c) have available at the pool when on duty the certificate referred to in clause (b) or a copy thereof certified by the operator and permit the owner, the operator or a public



Attachment A

health inspector to examine the certificate at any time. R.R.O. 1990, Reg. 565, s. 17 (6); O. Reg. 270/99, s. 1 (2).

(7) Every assistant lifeguard shall,

(a) be at least sixteen years of age;

(b) be the holder of a current assistant lifeguard certificate that is dated no more than two years prior to the date on which he or she is acting as an assistant lifeguard; and

(c) have available at the pool when on duty the certificate referred to in clause (b) or a copy thereof certified by the operator and permit the owner, the operator or a public health inspector to examine the certificate at any time. R.R.O. 1990, Reg. 565, s. 17 (7).

(8) For the purposes of subsection (6),

"lifeguard certificate" means the National Lifeguard Service's Lifeguard Certificate. O. Reg. 270/99, s. 1 (3).

(9) For the purposes of subsection (7),

"assistant lifeguard certificate" means the Royal Life Saving Society Canada's Bronze Cross or Award of Distinction. O. Reg. 270/99, s. 1 (3).

(10) At least one person sixteen years of age or over on duty at every Class A pool or on the premises and within call shall be the holder of,

(a) a National Lifeguard Service's Lifeguard Certificate that is dated not more than two years prior to the date of which he or she is on duty; or

(b) a current first-aid certificate,

and have available on the premises when on duty the certificate or a copy thereof certified by the operator and permit the owner, the operator or a public health inspector to examine the certificate at any time.

(11) For the purpose of subsection (10),

"current first-aid certificate" means,

(a) the St. John Ambulance Emergency, Standard or Advanced First-aid Certificate that is dated not more than three years prior to the date on which the holder is on duty,

(b) the Canadian Red Cross Society's Emergency, Standard or Advanced First-aid Certificate that is dated not more than three years prior to the date on which the holder is on duty,

(c) the Royal Life Saving Society Canada's Aquatic Emergency Care Certificate that is dated not more than three years prior to the date on which the holder is on duty,

(d) the Canadian Ski Patrol's Qualified Member or First-aid Certification prior to its date of expiry, or

(e) a certificate that the Minister considers equivalent to a qualification referred to in clause (a), (b), (c) or (d).

(12) Every lifeguard on duty at a wave action pool shall be a holder of the National Lifeguard Service's Lifeguard Certificate that is dated not more than two years prior to the date on which he or she is acting as a lifeguard.

(13) Every owner and every operator of a wave action pool shall ensure that where a wave action pool with a water surface area of 2,800 square metres or less is open for use, there are on duty on the deck lifeguards trained in the emergency procedures for the pool and in such numbers that the total is in accordance with the following Table:

TABLE

MINIMUM NUMBER OF LIFEGUARDS FOR A WAVE ACTION POOL WITH A WATER SURFACE AREA OF NOT LESS THAN 1,400 SQUARE METRES AND NOT GREATER THAN 2,800 SQUARE METRES

Number of bathers on the deck and in the pool	Minimum number of lifeguards
0 - 100	4

101 - 250	5
251 - 400	6
401 - 550	7
551 - 700	8
701 - 850	9
851 - 1000	10
Greater than 1000	11

(14) Where a wave action pool has a water surface area greater than 2,800 square metres the minimum numbers of lifeguards referred to in subsection (13) shall be increased by one for every additional 280 square metres of water surface or less.

(15) Where a wave action pool has a water surface of 1,400 square metres or less, the minimum numbers of lifeguards referred to in subsection (13) may be reduced by one.

(16) A public pool is exempt from the safety supervision requirements of subsections (2) and (3) during a period when the pool is being used solely by one or more groups each not exceeding twenty-five in number for aquatic instruction, practice, competition or display under the direct supervision of a certified aquatic instructor or coach. R.R.O. 1990, Reg. 565, s. 17 (10-16).

(17) For the purpose of subsection (16), every aquatic instructor and every coach shall,

(a) be at least 16 years of age;

(b) be the holder of one of the following qualifications that has been issued to him or her and that is dated not more than two years prior to the date on which he or she is acting as an aquatic instructor or coach,

1. The Canadian Red Cross Society's Water Safety Instructor Award.
2. The Young Men's Christian Association's Instructor Certificate.



Attachment A

3. The Royal Life Saving Society Canada's Instructor Certificate together with an assistant lifeguard certificate referred to in subsection (9).

4. The Ontario Teachers' Aquatic Standard, where the holder is giving aquatic instruction under the auspices of a school board or board of education.

5. Where the holder is giving underwater aquatic instruction, an instructor certificate issued by,

- i. The National Association of Underwater Instructors,
- ii. The Professional Association of Diving Instructors, or
- iii. The Association of Canadian Underwater Councils.

6. A lifeguard certificate referred to in subsection (8);

7. Revoked: O. Reg. 270/99, s. 1 (6).

(c) have available at the pool when on duty the certificate referred to in clause (b) or a copy thereof that is certified by the operator and permit the owner, the operator or a public health inspector to examine the certificate at any time. R.R.O. 1990, Reg. 565, s. 17 (17); O. Reg. 270/99, s. 1 (4-6).