TERMS & CONDITIONS (Y CAMPING)

These Terms and Conditions apply to all forms of facility hire at YMCA Camping facilities and must be read in conjunction with the **Camp Proposal**, which outlines the specific details of the booking including dates, facilities, services and applicable fees.

These Terms apply to all bookings including single activity bookings, day groups, overnight groups, and camping or expedition groups. YMCA facilities may be hired by individuals, community groups, church groups, schools, associations, businesses, licensees, lessees, commercial operators, training providers, social enterprise groups and event organisers.

We ask that the Hirer read and understand the TERMS AND CONDITIONS OF HIRE to ensure the Hirer's use of the YMCA is safe, efficient and compliant with the terms of the Agreement.

1. Introduction

1.1 YMCA of Brisbane, trading as Y Queensland, and any related YMCA entity identified in the Camp Proposal (YMCA) is the owner and/or operator of the outdoor recreation camps located at YMCA Camp Warrawee, 81 Byrnes Road North, Joyner and YMCA Camp Bundalong, 64-74 Byrnes Road North, Joyner.

1.2 The 'Hirer' is the person, organisation, school, group, association, company, entity or responsible booking party who wishes to use the YMCA camps.

1.3 The 'Responsible Person' is the person nominated by the Hirer as being responsible for the booking, the Hirer's participants and liaison with YMCA. The Responsible Person must ensure these Terms and Conditions are complied with at all times.

1.4 'Facility' or 'Premises' refers to YMCA Camp Warrawee at 81 Byrnes Road North, Joyner, and YMCA Camp Bundalong at 64-74 Byrnes Road North, Joyner, including all buildings, cabins, grounds, pools, activity areas, amenities, equipment and other areas made available to the Hirer under this Agreement.

1.5 'Agreement' means these Terms and Conditions, the Camp Proposal, any schedules, risk or activity documents, YMCA directions and any written variations agreed by YMCA.

2. Advertising / Promotional material

2.1 Any signage, promotional material, advertising, media release, social media post or public communication referring to the booking, the Facility or YMCA must be approved by YMCA before publication or display.

2.2 As a guide, YMCA will not approve advertising that:

a) might imply YMCA is involved in, endorses, sponsors or approves the Hirer, the event, the program or any related content unless YMCA has agreed in writing;
b) refers to the Premises other than to show the location of the Facility;
c) uses YMCA branding, logos, names or images without permission; or
d) is, in the sole opinion of YMCA, misleading, unsafe, objectionable, discriminatory, unlawful or inconsistent with YMCA values.

3. Alcohol and Smoking

3.1 Alcohol must not be served, supplied or consumed at the Facility without prior written approval from YMCA and, where required, an appropriate liquor permit or licence.

3.2 Where a booking involves children or young people, no adult responsible for supervising children may consume alcohol or be affected by alcohol, drugs, medication or any other substance while responsible for supervision, transport, activities, emergency response or overnight care.

3.3 Smoking and vaping are not permitted within the Facility. Smokers may smoke outside the front gates only, and must ensure smoke or vapour does not affect participants, children, staff, neighbours or other Facility users.

3.4 Illicit drugs, drug paraphernalia and unlawful substances are prohibited. YMCA may remove any person who appears affected by alcohol, drugs or other behaviour-altering substances.

4. Animals and Pets

4.1 All animals are prohibited in the Facility unless prior approval has been granted by YMCA.

4.2 Assistance animals are permitted. YMCA may request relevant documentation verifying the status of an assistance animal where permitted by law.

4.3 To ensure a safe and comfortable environment for others, all animals must be in good health, free from fleas, well trained, under effective control and not disruptive to Facility activities.
4.4 The Hirer must promptly attend to and appropriately clean up after any sickness or accidents by animals.
4.5 The Hirer is responsible for any professional cleaning, repair or replacement costs incurred by YMCA as a result of damage caused by animals.
4.6 The Hirer is responsible for any costs, claims, loss, injury or illness caused or contributed to by animals brought to the Facility by the Hirer or its participants, staff, volunteers, contractors or invitees.

5. Booking Times and Cancellations / Modifications / Terminations

5.1 The Hirer must adhere to the booking times and dates outlined in the Camp Proposal.
5.2 Bookings must be inclusive of all time required for set-up, pack-up, cleaning, arrival, departure, induction, participant management and any other activity associated with the booking.
5.3 The Hirer is responsible for vacating cabins by 9am on the day of departure unless an alternate time has been agreed in writing. If the Hirer continues beyond the agreed time, an extra charge may apply.
5.4 Tentative Bookings - Tentative bookings will be held for up to 28 days upon receipt of a completed application form. After this period, the proposed dates may be released and offered to other client groups. A booking is confirmed only upon receipt of the required booking deposit and written confirmation by YMCA.
5.5 Booking Numbers - A minimum booking charge equivalent to 30 people applies unless YMCA agrees otherwise in writing. The Hirer must notify YMCA of changes to booking numbers as soon as practicable. The Hirer will be invoiced based on the final numbers submitted via the Venue Life portal before the booking, subject to the minimum numbers outlined in the Camp Proposal. Increases to booking numbers are subject to availability and YMCA approval.
5.6 Any postponement, including any request to defer, reschedule or transfer a booking within the timeframes below, will be treated as a cancellation unless otherwise agreed in writing.
5.7 Cancellation Fees - Cancellation fees will apply as a percentage of the expected total fee, including accommodation, catering and activities, calculated based on the greater of the contracted minimum numbers or the confirmed numbers submitted via the Venue Life portal. Cancellation fees are intended to reflect YMCA's reasonable administrative costs, lost opportunity, staffing, catering, preparation and other costs associated with the booking.

Cancellation Notice Period	Cancellation Fee
More than 6 months prior to booking commencement date	Booking deposit forfeited unless the deposit is transferred to an alternative booking date within 6 months of the original booking date
Within 180 days of booking commencement date	20% of expected total fee or deposit, whichever is greater
Within 90 days of booking commencement date	30% of expected total fee
Within 60 days of booking commencement date	50% of expected total fee
Within 30 days of booking commencement date	70% of expected total fee

5.8 All modification requests must be submitted in writing and are subject to availability, operational requirements, safety requirements, staffing, catering, regulatory requirements and YMCA approval.
5.9 YMCA may immediately cancel, reject, suspend or alter a booking if YMCA reasonably considers that the booking, activity, conduct or participant arrangements are unsafe, unlawful, inconsistent with YMCA values, not child safe, not adequately supervised, not covered by appropriate insurance, or otherwise not in the interests of YMCA, participants, staff or other Facility users.
5.10 YMCA is not liable for cancellations, restrictions or disruptions caused by events beyond its reasonable control, including natural disasters, severe weather, fire, flood, pandemics, public health directions, government restrictions, utility failure, safety incidents, emergency events, supply chain disruption, industrial action, or any other force majeure event. YMCA will work with the Hirer to reschedule where reasonably practicable. Where rescheduling is not feasible, payments may be held as a credit toward a future booking within an agreed timeframe, subject to any costs already incurred and any non-excludable rights at law.
5.11 Nothing in this clause limits any right, guarantee, remedy or liability that cannot lawfully be excluded, restricted or modified, including under the Australian Consumer Law.

6. Data Collection and Privacy

6.1 The Hirer must provide participant information via the Venue Life portal at least 7 days before the booking commences, or earlier if required by YMCA. The Hirer warrants that it has obtained all necessary consents and lawful authority from participants, parents/guardians and staff/volunteers to collect and share this information with YMCA and Venue Life.

6.2 Failure to provide complete and accurate information within the required timeframe may limit YMCA's ability to prepare for the booking, provide catering, make reasonable adjustments, manage risk, deliver activities, respond to emergencies or meet legal obligations. YMCA cannot guarantee that dietary, medical, access, behavioural or support requirements will be accommodated if information is not provided on time.

6.3 a) The Hirer may determine the method used to collect participant information, but at a minimum must provide:

I. first name;
II. surname or the first letter of each participant's surname where that is sufficient for operational purposes;
III. gender, where relevant to accommodation, supervision, privacy or program delivery;
IV. dietary needs, allergies and anaphylaxis information;
V. relevant medical history, medication, first aid or health needs that may affect safe participation;
VI. disability, access, communication, cultural, religious, gender, privacy or inclusion needs that may affect safe and inclusive participation;
VII. behaviour support, additional supervision or participation support needs;

b) The Hirer may determine the method used to collect participant information, but must maintain their own register for

I. emergency contact information; and
II. swimming ability and aquatic risk information where pool or water-based activities are proposed.

6.4 The Hirer is responsible for ensuring all participant information is accurate, current and complete. Failure to disclose relevant information may affect YMCA's ability to provide services and may limit or affect YMCA's liability to the extent permitted by law.

6.5 YMCA collects participant information to plan and safely deliver accommodation, catering, activities, supervision, emergency response, inclusion support, safeguarding, incident management, insurance, reporting and legal compliance. YMCA may disclose relevant information to YMCA staff, contractors, medical providers, emergency services, insurers, regulators, police, Child Safety, Queensland Family and Child Commission (QFCC), Blue Card Services or other authorities where reasonably required or authorised by law.

6.6 Participant information submitted via the Venue Life portal will be collected, used, stored and disclosed in accordance with Venue Life Systems Pty Ltd's Privacy Policy and YMCA's Privacy Policy. The Hirer must ensure participants, parents/guardians and relevant adults are informed of, and consent to, applicable privacy policies and data handling requirements.

6.7 YMCA will handle personal information, sensitive information and health information in accordance with the Privacy Act 1988 (Cth), the Australian Privacy Principles and YMCA's Privacy Policy.

7. Cleaning and Repair

7.1 The Hirer must maintain the Premises in a clean and tidy condition and, upon cessation of the hire, remove all personal property, decorations and equipment, including Blu-Tack, tape, signage and temporary fixtures.

7.2 The Hirer must report to YMCA Management as soon as practicable any damage, loss or fault to YMCA Facilities, fittings or equipment, including any keys provided to the Facility.

7.3 The Hirer is responsible for, and must promptly pay, the costs of any additional cleaning, repair, replacement, specialist hygiene treatment, pest treatment, waste removal, key replacement, equipment replacement or rectification required as a result of the Hirer's use of the Facility, including damage or mess caused by participants, staff, volunteers, contractors or invitees.

8. Conduct and Behaviour

8.1 The Hirer, its participants, staff, volunteers, contractors, invitees and any other third party engaged by the Hirer must comply with the YMCA Standards of Conduct for Hirers, Lessees and Licensees, YMCA site rules, YMCA staff directions, these Terms and all applicable laws.

8.2 The Hirer is responsible for the conduct, supervision and safety of its participants and all persons attending in connection with the booking.

8.3 Children and young people must be actively supervised at all times. The Hirer must provide responsible adults in numbers and with skills appropriate to participant age, ability, risk profile, activities, accommodation, free time, transitions, toileting, showering, overnight periods, emergencies and any child-specific support needs.

8.4 YMCA encourages access for all people. If any individual or group does not comply with the Facility's conditions of use, behaves unsafely, acts in a discriminatory or offensive manner, limits the enjoyment or safety of others, or breaches safeguarding requirements, YMCA may refuse entry, direct the person to leave, suspend activities, cancel the booking or impose additional conditions.

8.5 The Hirer must not permit bullying, harassment, discrimination, violence, abuse, sexualised behaviour, grooming, intimidation, unsafe behaviour, unlawful conduct or conduct inconsistent with child-safe practice.

9. Compliance with Laws

9.1 The Hirer must, in its use of the Premises and in connection with the booking, comply with all applicable laws, statutes, regulations, standards, codes, ordinances, orders, public health directions and requirements of any council, regulator or statutory authority.

9.2 Without limiting clause 9.1, relevant requirements may include child safety, child protection, reportable conduct, Blue Card and working with children laws, work health and safety laws, food safety laws, liquor licensing laws, fire safety laws, privacy laws, anti-discrimination laws, disability access requirements, public health requirements, water safety requirements, emergency management requirements and local council noise or event requirements.

9.3 The Hirer must promptly notify YMCA if the Hirer becomes aware of any actual or suspected breach of law, regulator contact, complaint, investigation, notice, direction or enforcement action connected with the booking or use of the Facility.

10. Declared Public Health Emergencies

10.1 The Hirer must ensure it is informed of, and remains compliant with, any relevant Public Health Directions issued by the Queensland Government or other competent authority that may be in force from time to time.

10.2 Any financial penalty, cost, claim or loss imposed on or incurred by YMCA as a result of Hirer non-compliance with in-force Public Health Directions, including non-compliance by participants or attendees, may be recovered from the Hirer by YMCA to the extent permitted by law.

10.3 The Hirer must cooperate with YMCA regarding screening, hygiene, isolation, exclusion, notification, cleaning, contact tracing or other controls reasonably required by YMCA or a public health authority.

11. Equipment

11.1 YMCA may, if space is available and in its absolute discretion, permit the storage of equipment at the Facility and may charge an additional fee.

11.2 The Hirer must ensure all equipment used in the provision of its services is fit for purpose, in good and safe working condition, compliant with applicable standards and used only by appropriately trained persons.

11.3 When the Agreement ends, the Hirer must remove all Hirer property from the Premises unless YMCA has agreed otherwise in writing.

11.4 Use of YMCA equipment is at the discretion of YMCA and may incur additional fees. YMCA may refuse use of equipment if supervision, competency, participant information, weather, maintenance or safety requirements are not satisfied.

11.5 The Hirer must notify YMCA as soon as it discovers that an item of equipment is faulty, damaged, missing or not working. Notification must be provided in person, by phone or by email as soon as practicable.

11.6 The Hirer may only move furniture in the Premises with YMCA consent and must return furniture to the original place at the end of each hire. The Hirer must stack and store all furniture and equipment safely.

11.7 Fixtures and fittings must not be interfered with without prior approval from YMCA. Any changes permitted by YMCA must be returned to their original state at the end of the hire.

11.8 The charging of electric vehicles (EVs), including cars, motorcycles, scooters, bicycles and other battery-powered vehicles, is strictly prohibited on the property unless prior written approval has been obtained from management. The Hirer must not connect vehicles to any electrical outlet, power point or charging infrastructure on site. Any unauthorised charging may result in additional charges, immediate disconnection of the vehicle, and/or termination of the booking without refund.

12. Facility Induction

12.1 YMCA will provide the Hirer with a Facility orientation and induction, including but not limited to:

a) location of facilities and area of hire;

b) accessible and prohibited areas;
c) appropriate use and operation of specific equipment;
d) parking arrangements;
e) emergency response procedures, evacuation points and location of first aid kits;
f) health, safety and hazard reporting requirements;
g) safeguarding children responsibilities and reporting pathways;
h) visitor, contractor and sign-in requirements; and
i) any site-specific restrictions, weather, environmental or operational requirements.

12.2 The Hirer must ensure that at least one Responsible Person in attendance at all times during the hire has completed YMCA orientation and induction.

12.3 The Responsible Person must brief all other adults, participants, staff, volunteers, contractors and relevant attendees on the parts of the induction applicable to them before they use the Facility or participate in activities.

12.4 Failure to complete or comply with induction requirements may result in restricted access, suspension of activities, additional conditions or cancellation of the booking.

13. Facility Maintenance

13.1 YMCA may enter the hired area to inspect or carry out necessary maintenance, repairs, cleaning, safety checks, safeguarding checks, emergency response or compliance activities at any reasonable time and with reasonable notice where practicable. YMCA will take reasonable care to minimise disturbance or disruption to the Hirer's use of the area.

13.2 In an emergency, urgent safety issue, suspected safeguarding concern, security issue, water quality issue, equipment issue or regulatory requirement, YMCA may enter any area at any time without notice.

13.3 YMCA must, wherever practicable, give the Hirer notice of proposed repairs, maintenance or building works to the Premises and seek to minimise any disruption to the Hirer's use of the Premises.

14. Facility Use (excluding Pool)

14.1 The Hirer must satisfy itself that the area and Facilities are suitable for its needs, including the availability and suitability of equipment, accommodation, accessibility, amenities, supervision arrangements and resources.

14.2 The Hirer does not have exclusive use of the Facility unless expressly agreed in writing. The Hirer has the right, in common with YMCA and other authorised occupiers of the Premises, to use common areas and assigned cabin accommodation. A schedule may be developed to allocate common areas for use.

14.3 Access to the Facility is strictly limited to the hours and areas booked as per the Camp Proposal, unless alternative arrangements have been made with YMCA. Additional fees may be payable, or the booking may be cancelled, if the Hirer accesses or uses the Facility outside booking hours or agreed areas. Pre-booking access may be arranged with YMCA by appointment.

14.4 The Hirer must not obstruct corridors, passages, halls, doorways, fire equipment, evacuation routes, fire stairways, emergency exits or vehicle access routes.

14.5 The Hirer must not leave doors or windows open or unlocked when the Premises are unoccupied.

14.6 The Hirer must not make additions or alterations to the Facility, fittings or equipment without prior written approval from YMCA.

14.7 YMCA reserves the right to refuse admission to any person, control access to and from the Premises, control opening and closing times, and direct how areas may be used.

14.8 Non-marking rubber soled shoes only are permitted on court surfaces.

14.9 YMCA may request the Hirer to remove any material, equipment, signage, activity, person or content that YMCA considers to conflict with YMCA values, safety, child safety, community standards or legal requirements.

15. Pool Use

15.1 If pool use is agreed to be part of the camp, booking or site hire, hirers agree to be bound by the SCHEDULE 1 - POOL USE TERMS AND CONDITIONS

15.2 The Hirer must follow the YMCA Camping pool rules displayed at the pool and any additional directions issued by YMCA staff.

15.3 YMCA may alter, restrict or cancel pool bookings or scheduled use due to weather, water quality, plant or equipment issues, supervision concerns, participant safety, failure to meet qualification requirements, operational needs or any other requirement determined by YMCA. The Hirer must have a contingency plan for affected pool bookings.

16. First Aid and Emergency Procedures

16.1 The Hirer must ensure appropriate first aid, emergency response and participant support is available for its attendees at all times.

16.2 Where a hire occurs outside the Facility's normal operating hours and no YMCA staff will be on-site, YMCA will provide the Hirer with information on emergency evacuation procedures and out-of-hours contacts, and may permit use of YMCA first aid kits.

16.3 The Hirer must immediately notify YMCA staff of any injury, illness, first aid treatment, medication error, allergic reaction, missing person, emergency services attendance, property damage, hazard, near miss, behavioural incident, safeguarding concern, child disclosure, allegation, complaint, peer-to-peer harm, suspected abuse or neglect, or any incident that may attract regulator, media, insurer or public attention.

16.4 The Hirer must ensure a YMCA Incident Report, safeguarding report or other report required by YMCA is completed as soon as practicable and, unless YMCA directs otherwise, within 24 hours of the incident or concern arising.

16.5 The Hirer must preserve relevant information, documents and evidence and cooperate with YMCA in any emergency response, insurance notification, regulator notification, safeguarding review or investigation.

17. Fees and Payment

17.1 Fees payable and payment requirements are specified in the Camp Proposal.

17.2 The Hirer must pay the balance of charges, less the booking deposit, no later than three days prior to commencement of the booking. Variations to final charges will be invoiced following the booking and must be paid within seven days of the invoice date.

17.3 Prices provided by way of a Camp Proposal, quotation or price list are subject to change to the prices in effect at the time of delivery. YMCA may correct prices quoted due to clerical errors or errors of omission. If specific requirements, design, specification, ordered quantity, shipment changes or other requirements represent a price increase, the Hirer will be notified and given an opportunity to confirm.

17.4 No fee reduction is given if an activity or booking concludes earlier than anticipated, except where required by law or agreed by YMCA in writing.

17.5 YMCA may require a bond where deemed necessary. Any bond amount will be specified in the Camp Proposal and must be paid before commencement of the booking. YMCA may deduct from the bond any costs incurred as a result of the Hirer's use of the Facility, including missing or damaged equipment, additional cleaning, repairs, replacement costs, key replacement or other amounts payable under this Agreement. Any remaining bond will be refunded following the booking.

17.6 YMCA may charge the Hirer for debt collection costs incurred as a result of non-compliance with fees payable under this Agreement. YMCA may also charge interest on overdue amounts at a rate of 1.5% per month, calculated daily and accruing from the due date until payment is received in full, subject to applicable law.

18. Food and Drink

18.1 Where kitchen Facilities are provided as part of the hire, the Hirer is responsible for ensuring that all equipment is used appropriately and as intended, cleaned and put away at the end of the hire.

18.2 The Hirer must clean all areas used for food preparation and dispose of all food waste in the waste bins provided. Selling food or drink is not permitted without prior written approval from YMCA management.

18.3 All Hirers preparing, handling, storing, transporting or serving food must comply with applicable food laws, food safety regulations, standards, allergen controls, hygiene requirements and any YMCA directions.

18.4 If preparation, service or sale of food requires a food licence, permit or approval, the Hirer must obtain the relevant approval from the local council or other authority before the booking.

18.5 The Hirer must notify YMCA of dietary needs, allergies and anaphylaxis risks within the required timeframes and must ensure any food brought by the Hirer is managed to minimise allergen, contamination and choking risks.

19. Fundraising / Sales

19.1 Selling food or drink is not permitted by the Hirer without prior written approval from YMCA management.

19.2 Sale of items by the Hirer as fundraising activities may be approved by YMCA management provided it does not compete with products or services offered by the Facility or another authorised hirer and does not create safety, food, child safety, nuisance, insurance or licensing concerns.

19.3 The Hirer is responsible for any licences, permits, insurance, child-safety controls, cash-handling controls and legal requirements connected with fundraising or sales activities.

20. Indemnity and Liability

20.1 To the maximum extent permitted by law, the Hirer uses the Facility, storage facilities, activities, common areas and equipment at its own risk and indemnifies YMCA, its employees, volunteers, contractors, officers and agents against any claim, loss, damage, liability, penalty, fine, cost or expense arising from or connected with the Hirer's booking, activities, participants, invitees, staff, volunteers, contractors, breach of this Agreement, breach of law, negligence, wilful misconduct, unsafe conduct, property damage, injury, illness, death, privacy breach, safeguarding breach or regulatory breach, except to the extent caused or contributed to by YMCA.

20.2 To the maximum extent permitted by law, YMCA is not liable for any loss, damage, injury, illness, death, cost, expense or claim suffered by the Hirer, its participants, invitees, staff, volunteers, contractors or agents arising from the Hirer's use of the Facility, except to the extent caused or contributed to by YMCA's negligence, wilful misconduct, fraud, breach of this Agreement, breach of any non-excludable statutory duty or guarantee, or other liability that cannot lawfully be excluded.

20.3 The Hirer's liability under any indemnity may be reduced proportionally to the extent that YMCA or its employees, volunteers, contractors, officers or agents cause or contribute to the liability, claim, damage, loss, cost or expense.

20.4 Nothing in this Agreement excludes, restricts or modifies any right, guarantee, remedy or liability that cannot lawfully be excluded, restricted or modified, including under the Australian Consumer Law.

20.5 YMCA is not responsible for loss of, theft of or damage to personal property, vehicles, equipment, valuables or belongings brought to or left at the Facility, except to the extent caused by YMCA and subject to clause 20.4.

21. Insurance

21.1 All associations and commercial bookings must, for the term of this Agreement, hold a public liability insurance policy that will indemnify YMCA for claims arising out of the Hirer's use of the Facility. Minimum cover required is $10,000,000 for any individual claim, unless YMCA requires a higher amount.

21.2 YMCA may require higher insurance cover, including $20,000,000 public liability, professional indemnity, workers' compensation, motor vehicle insurance or activity-specific insurance for higher-risk bookings, commercial activity providers, overnight child bookings, aquatic activities, adventure activities, transport, external instructors or any other activity YMCA considers requires additional cover.

21.3 The Hirer must provide YMCA with a Certificate of Currency or other evidence of current insurance and must provide updated evidence if the policy expires during the term of the Agreement.

21.4 YMCA will maintain a public liability insurance policy on usual terms in respect of the Premises for at least $10,000,000 for any one event with a reputable insurer. This may be by way of a general public liability policy covering multiple premises or locations.

21.5 The Hirer must not do anything that invalidates or prejudices YMCA's insurance or increases YMCA's insurance risk without YMCA's prior written approval.

22. Keys

22.1 Where keys are required, the Hirer is responsible for the safe collection, secure use and prompt return of keys to YMCA.

22.2 Keys must not be copied, labelled with Facility identifiers, shared with unauthorised persons or used outside the booking period.

22.3 The Hirer is responsible for costs associated with lost, damaged, unreturned or misused keys, including re-keying, lock replacement and security costs where required by YMCA.

23. Notices

23.1 A notice, request, consent, approval or other communication to be given by either party to the other must be in writing. This includes regular mail or email.

23.2 A notice sent by email is taken to be received when it enters the recipient's information system, unless the sender receives an automated delivery failure notice.

23.3 The Hirer must ensure YMCA has current contact details for the Responsible Person and any after-hours or emergency contact relevant to the booking.

24. Nuisance and Noise

24.1 The Hirer must conduct its activities so as not to cause nuisance, annoyance, unreasonable noise, disturbance, inconvenience or safety concerns for YMCA, other occupiers of the Facility, neighbours or the surrounding community.

24.2 Any breach of noise regulations, council requirements or complaints may result in cancellation of the Hirer's current or future bookings. All amplified noise must cease by 9.30pm unless YMCA has provided written approval for an alternative arrangement.
24.3 The Hirer must comply with any direction from YMCA regarding noise, lighting, crowd movement, parking, traffic, quiet periods, sleeping areas or behaviour after hours.

25. Period of Agreement

25.1 The Agreement starts on the commencement date and continues until the expiry date indicated in the Camp Proposal, unless terminated earlier under this Agreement or by law.
25.2 Clauses intended to operate after the booking ends continue to apply after the Agreement ends, including clauses relating to fees, indemnity, liability, insurance, privacy, safeguarding, incident reporting, property damage, confidentiality and cooperation with investigations.

26. Permitted use

26.1 The Hirer must only use the Facility for the permitted use described in the Camp Proposal, program, schedule or written approval issued by YMCA.
26.2 The Hirer must not change the nature, scale, risk profile, participants, activities, program, supervision arrangements, contractors or use of the Facility without prior written approval from YMCA.
26.3 YMCA may refuse or stop any activity that is not approved, not insured, not appropriately supervised, not child safe, not adequately risk assessed or otherwise considered unsafe or unsuitable by YMCA.

27. Photographic recording equipment

27.1 The Hirer must inform YMCA of any intention to use photography, video recording, audio recording, livestreaming, drone, CCTV or other recording equipment within the Premises.
27.2 Use of any photo, video, audio, livestreaming, drone or recording equipment must be approved by YMCA before use and may be subject to conditions.
27.3 Approval may be dependent upon permission from others within the Facility, consent from participants or parents/guardians, privacy requirements, safeguarding requirements, operational requirements and the presence of other groups onsite.
27.4 Photography, filming, audio recording and livestreaming are prohibited in bathrooms, toilets, showers, change rooms, bedrooms or cabins during changing or sleeping, first aid treatment areas, counselling or support areas, or any other private area.
27.5 Images or recordings must not be taken or used for behaviour management, humiliation, discipline, investigation, bullying, harassment, commercial use or publication unless expressly authorised by YMCA and lawful consent has been obtained.
27.6 The Hirer is responsible for obtaining all required consents and ensuring images and recordings are captured, stored, used, disclosed, retained and destroyed safely and lawfully.
27.7 YMCA may require images or recordings taken in breach of this clause to be deleted and may remove any person who breaches this clause.

28. Public Holidays

28.1 The Facility may be closed on public holidays or operate for restricted trading hours. The Hirer must check with YMCA Management for exact times and any staffing, catering, activity or surcharge implications.

29. Qualifications

29.1 All staff and volunteers of the Hirer must be appropriately qualified, trained, competent and supervised to conduct their activity, in conjunction with applicable laws, industry peak bodies, recognised standards, best practice, working with children checks and YMCA requirements. Proof of staff, volunteer or contractor qualifications may be requested by YMCA management.
29.2 The Hirer must ensure any external provider, instructor, contractor, volunteer or support person engaged by the Hirer has appropriate qualifications, insurance, child-safety checks, risk assessments and approvals before attending or delivering activities at the Facility.
29.3 YMCA may refuse or stop an activity if qualification, competency, insurance, supervision or approval requirements are not met.
29.4 YMCA will ensure its employees, contractors and volunteers engaged to deliver YMCA-managed programs and activities hold appropriate qualifications, licences, certifications, training, competencies and working with children checks (where required). YMCA-managed activities are conducted in accordance with applicable laws, recognised industry standards, YMCA policies and procedures, and, where relevant,

the principles and requirements of Education Queensland's Curriculum Activity Risk Assessment (CARA) guidelines.

30. Safeguarding Children and Young People

30.1 YMCA is committed to the safety, wellbeing, participation and cultural safety of children and young people in all YMCA Facilities. YMCA's safeguarding practices are supported by YMCA policies, procedures, site controls, Safe Behaviours expectations, staff training, incident reporting and assurance processes.

30.2 Where the booking involves children or young people, the Hirer must ensure that all adults, staff, volunteers, contractors, parents, carers and participants attending the Facility comply with all applicable child safety laws, Blue Card requirements, YMCA Standards of Conduct for Hirers, Lessees and Licensees, YMCA Safeguarding Safe Behaviours expectations, these Terms and any safeguarding direction issued by YMCA. Hirers should maintain evidence of how staff have been inducted into these processes.

30.3 Before arrival, the Hirer must provide YMCA with any child-safety where such information reasonably requested by YMCA, including:

a) the name and contact details of the Responsible Person;
b) a list of adults attending in a supervisory, overnight, activity, contractor, volunteer, parent-helper or support capacity;
c) confirmation of Blue Card or exemption status where required by law, YMCA policy or YMCA direction;
d) supervision arrangements, including arrival, departure, non-Y administered activities,
e) any child-safe risk assessment, behaviour support plan, medical plan, allergy or anaphylaxis plan, access or inclusion plan required for safe participation; and

30.4 The Hirer must ensure that any person who is required by law or YMCA policy to hold a Blue Card or exemption card has a valid and current card before attending the Facility. No person may supervise, instruct, stay overnight with, transport, provide services to, or otherwise work with children or young people at the Facility unless they satisfy all applicable child-safety screening requirements.

30.5 Parents volunteering in activities involving their own child but not staying overnight may be exempt from holding a Blue Card only where legislation allows that exemption and YMCA accepts the arrangement. Any parent, volunteer or adult staying overnight at a YMCA site must hold a valid Blue Card or exemption card where required by law or YMCA policy. Legislative requirements always take precedence over these Terms.

30.6 In instances where multiple groups are onsite at the same time, adults from another group are not required to hold a Blue Card merely because they are onsite, provided they have no responsibility for, and no supervisory role over, the children in the Hirer's group. The Hirer must ensure children are not left unsupervised or exposed to avoidable contact with unauthorised adults.

30.7 The Hirer must provide active supervision of children and young people at all times. Adults must not be alone one-on-one with a child or young person unless required for an approved child-safe purpose and subject to appropriate visibility, line-of-sight, record keeping or other controls.

30.8 The Hirer must immediately notify YMCA of any child-safety concern, disclosure, allegation, incident, complaint, missing-child event, peer-to-peer harm, suspected abuse or neglect, inappropriate conduct, breach of boundaries or concern involving any adult, staff member, volunteer, contractor, parent, carer, participant or YMCA person.

30.9 The Hirer must cooperate with YMCA, police, Child Safety, Blue Card Services, QFCC, regulators, insurers and any other relevant authority in relation to any report, notification, inquiry, investigation, review or risk management action.

30.10 The Hirer must not investigate, interview or confront any child, complainant, witness or person subject to an allegation in a way that may compromise a child's safety, evidence, privacy, procedural fairness or any regulatory or police investigation, unless directed by YMCA or a relevant authority.

30.11 YMCA may refuse entry to, or require removal of, any person where YMCA is not satisfied that the person meets required Blue Card, exemption, conduct, supervision, safeguarding, insurance or safety requirements.

30.12 The Hirer acknowledges that YMCA may be required to report or disclose safeguarding concerns to police, Child Safety, Blue Card Services, QFCC, insurers, regulators, Y Australia, parents/guardians or other parties where required or authorised by law, policy, insurance arrangements or risk management obligations.

31. Safety and Risk Management

31.1 The Hirer must abide by all requests made by YMCA staff in the interests of health, safety, child safety, security, emergency management and enjoyment of other Facility users.
31.2 YMCA will take reasonable steps to ensure that the Facility and equipment provided to the Hirer are fit for their intended purpose, subject to the Hirer's obligation to assess suitability for its own participants, activities and needs.
31.3 The Hirer must assess and satisfy itself on the suitability and condition of the Facility and all fittings, fixtures and equipment that will be used prior to use, and must immediately notify YMCA of any hazards, defects or concerns.
31.4 The Hirer must provide risk assessments, safety plans, emergency plans, child-safe risk controls, activity plans or other documentation where requested by YMCA prior to the booking being confirmed. YMCA may require changes to the program, supervision, staffing, activities, accommodation, equipment or controls before the booking proceeds.
31.5 The Hirer must not bring or permit any flame, candle, explosive, fuel, pyrotechnic, flammable or hazardous substance, dangerous weapon, firearm, prohibited item or other unsafe item to be brought into or used on the Premises without YMCA's prior written approval and all required permits and controls.
31.6 If the risk posed by the Hirer's activity is considered unacceptable by YMCA in its absolute discretion, the booking will not be accepted or may be cancelled, suspended or modified.
31.7 The Hirer is requested to screen participants before occupancy for obvious signs of illness. Participants who have had nausea, vomiting and/or diarrhoea in the 48 hours before the booking must not attend the Facility.
31.8 The Hirer must immediately inform YMCA of hazards, near misses, incidents, emergency services attendance, infectious disease risks, environmental risks, severe weather impacts or any issue that may affect safety or continued operation of the booking.

32. Security Code

32.1 Where a security PIN has been provided, the Hirer must not pass on the code to any unauthorised person or use the code outside the agreed booking period.
32.2 Any costs incurred from security call outs, remote activation, misuse, alarm activation or failure to secure the Facility will be invoiced to the Hirer where caused or contributed to by the Hirer or persons attending under the booking.
32.3 The Hirer must immediately notify YMCA if a key, access device, security code or access information is lost, compromised or disclosed to an unauthorised person.

33. Subletting

33.1 Allocated booking dates, areas, activities or services may not be on-sold, transferred, assigned or sub-let to other parties without YMCA's prior written approval.
33.2 The Hirer remains responsible for all persons, groups, providers or contractors attending in connection with the booking, even if YMCA approves their attendance.

34. Survival of provisions

34.1 A provision of this Agreement that has not been met at the time of expiry, or that can have effect after that date, continues to apply after the Agreement ends.
34.2 Without limitation, provisions relating to payment, bond deductions, cleaning, repair, damage, indemnity, liability, insurance, privacy, incident reporting, safeguarding, investigations, cooperation with authorities and confidentiality continue after the Agreement ends.

35. Variations

35.1 A change to this Agreement is effective only if it is in writing and signed or otherwise confirmed by both parties.
35.2 YMCA may issue reasonable site, safety, safeguarding, operational, emergency or regulatory directions during the booking. The Hirer must comply with those directions even where they are not expressly set out in this Agreement.

AGREEMENT AND EXECUTION

Payment of the booking deposit by the Hirer constitutes agreement to hire the Facilities and equipment as per the provided Camp Proposal and these Terms and Conditions. The Hirer confirms they:

- have read and understood all Terms and Conditions of Hire and agree to use the Facility in accordance with the conditions contained in this Agreement;
- agree to be responsible for ensuring that all individuals or groups using the Premises in association with their booking comply with these Terms and Conditions and the YMCA Standards of Conduct for Licensees, Lessees and Hirers;
- understand that any safeguarding children incident or concern that may be seen, heard, suspected, disclosed or felt must immediately be reported to YMCA staff;
- understand that breach of these Terms and Conditions may result in cancellation of the booking, refusal of entry, removal from the Facility, additional conditions, additional costs or other action permitted by law;
- authorise YMCA staff to obtain medical, ambulance, emergency or other assistance in the case of an accident or emergency involving the applicant or participants and agree to bear all costs thereby incurred, except to the extent caused by YMCA or otherwise not recoverable at law;
- confirm they have authority to execute this Agreement and bind the Hirer; and
- confirm that all information provided to YMCA is true, accurate and complete to the best of their knowledge.

Hirer / Organisation:

SCHEDULE 1 - POOL USE TERMS AND CONDITIONS

Y Camping Terms and Conditions

This Schedule is designed to sit with, and form part of, the Y Camping Terms and Conditions and the Camp Proposal. It incorporates the full pool-use terms and conditions to apply whenever pool access is requested or approved for any event, camp, program, activity or facility hire.

1. Status, purpose and application

1.1 This Pool Use Addendum forms part of the Agreement and applies to any booking, program, camp, event, hire, session, lesson, recreational swim, aquatic activity, gathering or incidental access involving the pool, pool surrounds, pool amenities, change rooms, access gates, pool equipment or any other area connected with pool use at the Facility (Pool Use Event).

1.2 Pool use is only permitted where YMCA has approved the pool use in writing, the pool use is included in the Camp Proposal or otherwise confirmed by YMCA, and all conditions in this Addendum, the Agreement, the Camp Proposal, the pool rules, site induction and any YMCA direction are satisfied.

1.3 The Hirer is responsible for all participants, staff, volunteers, contractors, external providers, parents, carers, spectators, guests and invitees attending or participating in connection with the Pool Use Event, whether or not they enter the water.

2. No automatic or exclusive right to use the pool

2.1 General facility hire, accommodation hire, activity hire, room hire, grounds hire or event hire does not include pool access unless pool use is expressly stated in the Camp Proposal or confirmed by YMCA.

2.2 The Hirer does not have exclusive use of the pool, pool surrounds, amenities, change rooms, gates or access ways unless YMCA has expressly agreed in writing. YMCA may allocate pool use between groups and may impose conditions to manage safety, privacy, safeguarding, water quality, capacity, maintenance and operational needs.

2.3 Access is limited to the approved pool booking dates, times, areas, group, number of users, supervision arrangements and activities. The Hirer must not permit after-hours, casual, unscheduled, unauthorised or unsupervised access.

2.4 YMCA reserves the right to refuse entry to the pool area, control access to and from the pool area, control opening and closing times, limit bather numbers, restrict activities and direct how the pool and pool surrounds may be used.

3. YMCA approval, alteration, suspension and cancellation rights

3.1 YMCA may immediately cancel or suspend pool use if the Hirer breaches this Addendum, the Agreement, pool rules, signage, site induction or any reasonable direction by YMCA staff.

3.2 YMCA may alter or cancel scheduled pool use due to weather, lightning, storm activity, poor visibility, water quality, contamination, plant or equipment issues, chemical concerns, maintenance, emergency events, staffing limitations, supervision concerns, participant illness, safeguarding concerns, government directions, regulatory requirements or any other requirement determined by YMCA.

4. Pre-event information and approval requirements

4.1 Before the Pool Use Event, and within any timeframe required by YMCA, the Hirer must provide all information reasonably requested by YMCA to assess the proposed pool use, including participant numbers, age ranges, swimming ability, water confidence, medical conditions, medications, allergies, disability or access needs, behaviour support needs, supervision arrangements, program schedule, proposed activities, emergency response arrangements, intended equipment, external provider details and any relevant risk assessment or safety plan.

4.2 The Hirer must provide copies of current qualifications for each Pool Supervisor when requested by YMCA, including CPR, First Aid and any Water Rescue, Pool Lifeguard or equivalent qualifications required by YMCA for the risk profile of the Pool Use Event.

4.3 The Hirer must ensure that all consents, permissions, health information, swimming ability information, emergency contact information and parent/guardian approvals required for pool use have been obtained before pool use begins.

4.4 YMCA may refuse, restrict, suspend or cancel pool use if information is incomplete, inaccurate, late, inconsistent with the approved booking, or does not satisfy YMCA's safety, safeguarding, operational, regulatory or insurance requirements.

5. Hirer obligations

5.1 The Hirer must follow, and ensure all Participants follow, the YMCA Camping pool rules displayed at the pool, the site induction, the Agreement, this Addendum and all reasonable directions issued by YMCA staff.

5.2 The Hirer must provide appropriate adult supervision at all times during pool use and must ensure that a Responsible Person is on-site, contactable and available to YMCA during the entire Pool Use Event.

5.3 The Hirer must maintain appropriate supervision, qualifications, head count processes, participant controls, emergency procedures and safety briefings before, during and after the Pool Use Event.

6. Responsible Person obligations

6.1 The Responsible Person must brief all Pool Supervisors, relevant adults and Participants on the pool rules, prohibited conduct, supervision arrangements, emergency response process, safeguarding expectations, privacy controls, change room controls, head count process, access restrictions and any YMCA conditions before pool use begins.

6.2 The Responsible Person must ensure that pool gates, are managed securely and that pool gates are locked at the end of each approved pool session, during breaks in supervision and whenever the pool is not actively supervised.

7. Children, young people and safeguarding

7.1 Where children or young people are participating, the Hirer must provide active, child-safe supervision at all times, including during arrival, departure, change room use, toileting, transitions, free time, waiting periods, emergencies and interactions between groups.

7.2 The Hirer must ensure all adults, staff, volunteers, contractors, parents, carers and Participants comply with applicable child safety laws, Blue Card requirements, YMCA Standards of Conduct for Hirers, Lessees and Licensees, YMCA Safe Behaviours expectations, the Agreement, this Addendum and any safeguarding direction issued by YMCA.

7.3 Adults must not be alone one-on-one with a child or young person in a change room, toilet, shower, first aid area, storage area, secluded area or any other private area unless required for an approved child-safe purpose and subject to appropriate visibility, line-of-sight, record keeping or other controls.

7.4 The Hirer must manage change rooms, toilets and privacy to prevent avoidable contact between children and unauthorised adults, unrelated groups or members of the public. YMCA may impose separate change room times, supervision requirements, privacy controls or other safeguarding controls.

7.5 The Hirer must immediately notify YMCA of any child-safety concern, disclosure, allegation, incident, complaint, missing-child event, peer-to-peer harm, suspected abuse or neglect, inappropriate conduct, breach of boundaries or concern involving any Participant, adult, YMCA person or third party.

8. Pool rules and prohibited conduct

8.1 The Hirer must ensure all pool users comply with the YMCA Camping pool rules displayed at the pool, all signage, the site induction, the Agreement, this Addendum and all YMCA directions.

8.2 Unless YMCA gives prior written approval, the following are prohibited in or around the pool: diving; running; pushing; bombing; flips; rough play; horseplay; breath-holding games; underwater endurance games; prolonged underwater swimming contests; unsafe games; overcrowding; throwing people into the pool; glass; food in the pool; alcohol; illicit drugs; smoking or vaping; animals other than approved assistance animals; electrical equipment; unauthorised inflatable equipment; unauthorised toys or flotation devices; unauthorised coaching, instruction or commercial activity; and any conduct YMCA considers unsafe, disruptive, discriminatory, unlawful, not child safe or inconsistent with YMCA values.

8.3 The Hirer must not alter, move, tamper with or misuse pool equipment, rescue equipment, plant, barriers, fences, gates, locks, signage, cameras, alarms, chemical storage, lighting, electrical fittings or any other YMCA property.

8.4 The Hirer must ensure any person affected by alcohol, drugs, medication, fatigue, illness, aggression, unsafe behaviour or any behaviour-altering substance is not permitted to supervise, enter the pool area or participate in pool use.

8.5 YMCA may remove any person from the pool area or Facility where YMCA considers the person has breached this Addendum, breached pool rules, failed to follow directions, created a risk, interfered with supervision, compromised water quality or behaved in a manner inconsistent with child-safe practice or YMCA values.

9. First aid, rescue and emergency response

9.1 In an emergency, the Hirer must immediately call 000 where required, commence appropriate rescue, CPR or first aid response, clear the pool if necessary, prevent further harm, notify YMCA as soon as practicable and follow YMCA directions.

9.2 YMCA staff may assist in an emergency where available, but any assistance by YMCA staff does not transfer the Hirer's supervision, first aid, emergency response or participant management obligations to YMCA and does not constitute acceptance of liability by YMCA.

10. Incidents, near misses and immediate reporting

10.1 Any injury, illness, near miss, rescue, suspected drowning. CPR, first aid treatment, medication issue, allergic reaction, seizure, asthma event, missing person, significant behavioural incident, evacuation, emergency services attendance, safeguarding concern, property damage, hazard, contamination, complaint or incident that may attract regulator, insurer, media or public attention must be immediately reported to YMCA.

10.2 YMCA may require the Hirer, Responsible Person, Pool Supervisors, witnesses and relevant adults to complete a YMCA Incident Report, safeguarding report, witness statement, participant record, injury record or other report as soon as practicable and, unless YMCA directs otherwise, within 24 hours of the incident or concern arising.

10.3 The Hirer must immediately notify YMCA if emergency services, police, Child Safety, Blue Card Services, QFCC, WorkSafe Queensland, Queensland Health, a local government authority, insurer, media representative or any other regulator or authority contacts the Hirer about a Pool Use Event or pool-related incident.

11. Incident preservation, records and cooperation

11.1 Following any incident, near miss or concern, the Hirer must preserve relevant information, documents and evidence, including supervision plans, supervisor names, qualifications, rosters, ratios, head count records, swim ability records,

consents, medical information, risk assessments, program schedules, briefing records, incident notes, witness details, photographs, messages and other records connected with the Pool Use Event.

11.2 The Hirer must cooperate with YMCA in any emergency response, insurance notification, incident review, regulator notification, safeguarding review, investigation, legal process, complaint response or risk management action.

12. Health, hygiene, illness, water quality and contamination

12.1 Participants who have had diarrhoea, vomiting or gastroenteritis symptoms in the 48 hours before pool use must not enter the pool. YMCA may impose a longer exclusion period for certain illnesses, infectious conditions or public health risks.

12.2 The Hirer must not enter plant rooms, handle pool chemicals, adjust dosing systems, interfere with filtration systems, conduct water testing, or attempt remediation unless expressly authorised by YMCA.

13. Equipment, external providers and unauthorised activities

13.1 The Hirer must not bring, use or permit any pool equipment, inflatable, toy, flotation device, training aid, electrical item, marquee, shade structure, lane rope, music system, game, obstacle, activity setup or other equipment in or around the pool without YMCA's prior approval.

13.2 Any approved equipment must be fit for purpose, clean, safe, properly maintained, used only for its intended purpose, used under suitable supervision and removed at the end of pool use unless YMCA agrees otherwise in writing.

13.3 The Hirer must ensure external providers, instructors, trainers, coaches, contractors, volunteers and support persons engaged by the Hirer have appropriate qualifications, insurance, child-safety checks, risk assessments, emergency procedures and YMCA approval before attending or delivering any activity at the pool.

13.4 The Hirer must not conduct or permit swimming lessons, coaching, competition, commercial activity, fundraising, filming, livestreaming, photography, aquatic programs, inflatable play, diving practice, rescue training or any other organised activity at the pool unless expressly approved by YMCA in writing.

13.5 YMCA may remove, restrict or prohibit any equipment, provider, activity or person that YMCA considers unsafe, unsuitable, uninsured, unauthorised, not child safe, disruptive, damaging to the Facility, or inconsistent with YMCA values.

15. Cleanliness, damage and making good

15.1 The Hirer is responsible for the cleanliness of the pool area used by the Hirer. The pool area, amenities and surrounds must be left clean, tidy, safe and returned to the condition they were in before use.

15.2 The Hirer must remove all rubbish, personal property, temporary signage, decorations, food, clothing, towels, lost property, equipment and any other item brought by the Hirer or Participants unless YMCA directs otherwise.

15.3 The Hirer must promptly report any damage, fault, contamination, missing equipment, damaged equipment or environmental harm to YMCA upon discovery.

15.4 Upon request by YMCA, the Hirer must repair, make good or reimburse YMCA for the cost of repairs, replacement, additional cleaning, specialist hygiene treatment, water treatment, pest treatment, waste removal, key replacement, equipment replacement, security costs, closure costs or rectification required as a result of the Hirer's use of the pool or surrounding areas.

15.5 YMCA may deduct relevant amounts from any bond or invoice the Hirer for costs recoverable under this Addendum or the Agreement.

16. Indemnity and liability

16.1 To the maximum extent permitted by law, the Hirer uses the pool, pool surrounds, amenities, common areas, equipment and storage areas at its own risk and is responsible for the safety, conduct and supervision of all persons attending in connection with the Pool Use Event.

16.2 To the maximum extent permitted by law, the Hirer indemnifies YMCA, its employees, volunteers, contractors, officers and agents against any claim, loss, damage, liability, penalty, fine, cost or expense arising from or connected with the Pool Use Event, the Hirer's Participants, staff, volunteers, contractors, external providers or invitees, breach of this Addendum, breach of the Agreement, breach of law, negligence, wilful misconduct, unsafe conduct, property damage, injury, illness, death, privacy breach, safeguarding breach, water quality incident or regulatory breach, except to the extent caused or contributed to by YMCA.

16.3 The Hirer's liability under any indemnity may be reduced proportionally to the extent YMCA or its employees, volunteers, contractors, officers or agents cause or contribute to the relevant claim, damage, loss, cost or expense.

16.4 Nothing in this Addendum excludes, restricts or modifies any right, guarantee, remedy or liability that cannot lawfully be excluded, restricted or modified, including under the Australian Consumer Law.

16.5 YMCA is not responsible for loss of, theft of or damage to personal property, vehicles, equipment, valuables or belongings brought to, used at or left in the pool area or Facility, except to the extent caused by YMCA and subject to any non-excludable rights at law.