

Ft Johnson Estates Swimming Pool Club 2021 Rules, Regulations, & Liability Waiver

A. MEMBERS AND GUESTS SWIM AT THEIR OWN RISK

Periodically there will be an attendant at the pool, but no lifeguard on duty. The primary duties of the attendant will be to check for attendance violations, rule violations, and perform limited pool maintenance tasks. **The pool attendant is neither lifeguard nor child-sitter. All members swim at their own risk at all times. Parents are responsible for their minor children** and should be vigilant, recognizing that drowning can occur in as little as thirty seconds. Solo swimming is prohibited without exception.

A phone dedicated to 911 emergencies is located on the wall between the bathroom entrances. This phone is strictly for emergency use. Non-emergencies should be reported to the pool committee via email at pool@ftjohnsonestates.com.

All members must adhere to posted pool safety rules and regulations. Disciplinary action for rule violations will be determined by the FJE Pool Committee and may include membership revocation.

B. HOURS

Regular Pool Season: May 1st – October 24th, 6:00 am – 9:00 pm

The pool will be closed any time special disinfection procedures are required.

The pool will be closed for cleaning Friday mornings until 10:00 am. The pool will be closed any time lightning in the vicinity is considered a possibility and for a minimum of 30 minutes if thunder is heard.

Swim team practice hours: (Until last day of school) Mon thru Thu 5:00-7:30pm
(After last day of school) Mon thru Thu 7:00-10:00am

Swim Meets: (June – July) 5:00 until closing Tue or Thu evenings...
Specific dates for the 4 home meets will be posted at pool and on website.

Members should yield the designated lap lanes during swim team practices and the entire pool during the four scheduled swim meets. The swim team will yield the diving board area up to the deep end boundary to regular members during practices.

C. SIGN IN/SECURITY

Member families are issued an entry fob. The swimmers entrance to the pool area shall be permitted only through the fob gate. All other gates are for maintenance.

D. MINORS

Parents are responsible for their minor children. Children 14 and under are required to be supervised by an adult.

Children not toilet trained are required to wear securely fitted, waterproof swim diapers. Parents are responsible for keeping sick children out of the pool. Fecal accidents may require the pool to be closed for more than a day depending on the required disinfection procedure.

Fecal accidents must be reported immediately to the pool operator. Swimmers must exit the water until it is properly disinfected.

E. GUESTS

Members are **NOT** allowed to bring more than 5 guests per household per day.

The member must pay \$5 per day for each guest and accompany them at all times while at the pool.

Guests must abide by all rules and regulations. A guest cannot be a resident of a member's household.

A non-member may be admitted as a guest 7 times in one season.

Members under the age of 15 may not bring guests without being accompanied by an adult member.

Failure to properly sign in and pay for guests is adequate reason for expulsion from the pool.

F. REFUNDS

Membership refunds may be made at the discretion of the FJE Pool Committee.

G. PARTIES

Parties are not allowed unless previously authorized by the pool committee. There is a flat fee of \$150 for parties, for a maximum of 25 guests; fee includes their guest fees. There shall also be a \$250 security deposit paid by member to ensure proper clean-up after event. The pool is not closed to other members—i.e., there shall be no private use. The Civic Club clubhouse is not included in this rental unless negotiated through the Civic Club directly.

Only pool members may host events at the pool.

Pool member must be present for entire event.

Events shall not last longer than two hours.

Event trash must be removed from the area; take home everything that was brought to the pool.

To reserve a pool party, contact the Pool Committee at pool@ftjohnsonstates.com.

H. SECURITY CAMERAS

Security cameras are continuously monitored for the safety and security of the facility and its members.

I. POOL SAFETY AND PRESERVATION

There will be volunteer pool safety monitors who will be maintaining safety and order at the pool. They will keep a close watch on the following...no beverages in or near the pool, no boogie boards in the pool, no standing on any other floating devices, no hanging or standing on the rope that divides the deep and shallow areas, and no tampering with pool hardware (skimmers, lights, ladders, etc.). Please do not question anyone who asks that you or your children cease any activity mentioned above or any activity that is deemed unsafe.

J. TRASH COLLECTION

All trash generated by pool users must be removed by pool users. **Keep food and drinks behind the blue line around the pool.** No glass containers or chewing gum are permitted at any time. We do not have daily cleaning service, and we ask you to pack up your food and garbage and take it off the premises when you leave.

K. POOL ENTRY FOBS

You may be asked to present your pool fob at any time by our pool safety monitors or pool committee members. Lost pool entry fobs will be deactivated and assessed a **\$25** replacement fee. Unreturned fobs at the end of the swim season will also be assessed a **\$50 fee**. Replacement fobs will be issued to members at the convenience of the pool administrator's availability.

L. RULE AMENDMENTS

Pool rules are subject to change at the discretion of the FJE Pool Committee.

FORT JOHNSON ESTATES SWIMMING POOL CLUB WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

Please read this form carefully and be aware that in utilizing the swimming pool amenities, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you, your family members, or your guests might sustain as a result of utilizing any and all amenities connected with and associated with the neighborhood swimming pool.

I agree to familiarize myself, my family members, and my guests with the rules of the Fort Johnson Estates Swimming Pool and agree to abide by them. I understand the Fort Johnson Estates Swim Club, its officials, directors, agents, employees, volunteers and representatives retain the right to suspend or expel swimming pool users from use of the swimming pool amenities for failure to comply with the pool rules.

DISCLAIMER CLAUSE

The Fort Johnson Estates Swim Club, its officials, directors, agents, employees, volunteers and representatives (hereafter referred to as the "Swim Club") are not responsible for any injury, loss or damage of any kind sustained by any person while utilizing the Swim Club's swimming pool amenities, including injury, loss or damage which might be caused by the negligence of the Swim Club.

WARNING! THERE ARE OBVIOUS KNOWN DANGERS INHERENT IN SWIMMING POOL ACTIVITIES. FOR EXAMPLE: DROWNING, NEAR DROWNING, SPINAL INJURY AND IN SOME CASES, DEATH.

DESCRIPTION OF RISKS

I recognize and acknowledge that there are certain dangers and risks of physical injury while swimming and using the pool amenities. I also understand that in order to be allowed to use the swimming pool I must give up my rights to hold the Swim Club liable for any injury or damage, which my family members, my guests, or I may suffer while utilizing the swimming pool amenities. I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that my family members, my guests, or I may sustain as a result of using the swimming pool. I further agree to waive and relinquish all claims against the Swim Club that I, my family members, or my guests may have as a result of using the swimming pool.

INDEMNIFICATION AND RELEASE OF LIABILITY

In return for the Swim Club allowing me to voluntarily utilize its swimming pool amenity, I agree:

1. **TO ASSUME AND ACCEPT ALL RISKS** arising out of, associated with or related to my use of the swimming pool amenities, even though such risks may have been caused by the negligence of the Swim Club;
2. **TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE** which my family members, my guests, or I may sustain while using the swimming pool amenities, even though such injury, loss or damage may have been caused by the negligence of the Swim Club;
3. **TO INDEMNIFY AND HOLD HARMLESS** the Swim Club, its officials, directors, agents, employees, volunteers and representatives from any and all claims, demands, actions and costs which might arise out of my use of the Swim Club's swimming pool amenities, even though such claims, demands, actions and costs may have been caused by the negligence of the Swim Club.

I understand and agree that this Agreement will have the effect of releasing, discharging, waiving, and forever relinquishing any and all actions or causes of action that I may have or have had, whether past, present or future,

whether known or unknown, and whether anticipated or unanticipated by me, arising out of my use of the swimming pool amenity. This Release constitutes a complete release, discharge and waiver of any and all actions or causes of action against the Swim Club.

I understand and agree that this Agreement applies to personal injury, property damage, or wrongful death which my family members, my guests, or I may suffer, even if caused by the negligent acts or omissions of others.

I understand that there is **NO LIFEGUARD ON DUTY** and that an adult must accompany children at all times.

I understand and agree that by signing this Agreement, I am assuming full responsibility for any and all risk of death or personal injury or property damage suffered by me, my family members, or my guests while utilizing the swimming pool amenity.

I understand and agree that this Agreement will be binding on me, my spouse, my heirs, my personal representatives, my assigns, my children and any guardian ad litem for said children.

I understand and agree that by signing this Agreement, I am agreeing to release, indemnify and hold the Swim Club harmless from any and all liability or costs, including attorney's fees, associated with or arising from my use of the swimming pool amenities.

I do hereby fully release and forever discharge the Swim Club from any and all claims for injuries, damages, or loss that I, my family members, or my guests may have or which may accrue to me or my minor child/ward and arising out of, connected with, or in any way associated with the swimming pool amenities.

**FORT JOHNSON ESTATES SWIMMING POOL CLUB
WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK**

ACKNOWLEDGEMENTS

I acknowledge that I have read and understand the 2020 FJE Swimming Pool Club Rules and Regulations.

I acknowledge that I have read this Agreement and that I understand the words and language in it. I have been advised of the potential dangers incidental to utilizing the swimming pool amenities. Knowing this and in consideration of being permitted to use the swimming pool, I hereby voluntarily release the Swim Club from any and all liability resulting from or arising out of my use of the swimming pool amenities.

I understand and agree that I am releasing not only the Fort Johnson Estates Swim Club, but also the officials, directors, agents, employees, volunteers and representatives of that entity.

I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims.

I UNDERSTAND THAT THIS IS A LEGAL AGREEMENT. It is binding upon me as well as upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

I HAVE READ AND UNDERSTOOD ALL THE TERMS OF THIS AGREEMENT, and by signing this agreement voluntarily I am agreeing to abide by these terms.

WARNING - BY SIGNING THIS FORM YOU GIVE UP IMPORTANT LEGAL RIGHTS! PLEASE READ CAREFULLY!

I have read and voluntarily sign this release and waiver of liability and indemnity agreement, on behalf of myself and any representatives, heirs and next of kin.

Signature (must be over 18 years of age) _____

Printed Name _____

Date: _____

Address: _____

Printed Names of Family Members (include ages of minors)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____