



## SHHA POOL GENERAL RULES

ALL USE IS AT USER'S RISK



### SHHA ASSUMES NO RESPONSIBILITY FOR INJURY AND/OR DAMAGE TO PERSON OR PROPERTY

1. All individuals who enter the pool premises must **register at the snack shack desk** upon entering the facility and present a photo ID.
2. Use of the pool will be restricted to PAID POOL MEMBERS only.
3. SHHA Pool members may bring up to 5 Day Guests per day according to the following guest fees:
  - a) \$10.00/day/adult over 18 years of age;
  - b) \$5.00/day/child over 2 years of age
  - c) SHHA Pool Member Extended House Guests: May be treated as Day Guests or may pay \$50.00/month/adult (three month maximum) or \$25.00/month/child over 2 years of age
4. Two days advance notice and pool manager approval required to bring more than 5 guests on a single day.
5. All non-swimmers and **children under 10 years of age must be accompanied by a parent or responsible SHHA member adult**, who is charged with the primary responsibility for the supervision, discipline, and safety of each child.
6. Absolutely no glass containers on the pool deck or within the pool facility.
7. No running, pushing, spitting, excessively rough games or play, back dives, or other activities deemed inappropriate in the sole discretion of the lifeguard.
8. Use of pool toys, apparatus, balls, etc at the sole discretion of the lifeguard.
9. Baby pool is strictly limited to non-swimmers under the age of 6 years.
10. All, including babies, must be clothed in appropriate swimming attire. Children that are not toilet trained must wear swim diapers at all times.
11. No food in the pool or in locker rooms. All food on the pool deck must be cleaned up and leftovers/garbage properly disposed of in the containers provided.
12. Absolutely no intoxicants (beverages or otherwise) on the SHHA pool premises. Individuals having consumed intoxicants may be denied use of the pool and access to the pool premises at the sole discretion of the lifeguard.
13. **No Dogs are allowed anywhere on SHHA Premises. Dogs are NOT to be tied to any fences on the property and/or adjoining properties.** Owners of dogs that are left unattended are subject to revocation of membership privileges.
14. Smoking is not allowed within the SHHA pool premises.
15. Individuals with communicable and/or transmittable diseases and/or health conditions shall not use the pool until a current notice from their doctor is presented to the lifeguard, which confirms no danger is posed to others.
16. Lifeguards and the management will enforce all rules, whether set forth herein or not, required for the proper use of the pool and protection of the users.
17. All rights are revocable at the sole discretion of the management.
18. Any rules required due to any drought conditions or water constraints will be enforced.
19. Stay out of lap lanes if not swimming laps. When lap lane is occupied, do not cross lane.
20. Do not hang onto the lane lines under any circumstances.
21. Pool facility is **not** available for rental.



# SLEEPY HOLLOW HOMES ASSOCIATION

## Seasonal Pool Membership

### RELEASE AND HOLD HARMLESS AGREEMENT

In consideration of the payment of fees required by the SHHA, the resulting granting of pool privileges and, due to my knowledge and experience around swimming facilities, I hereby waive, release and discharge any and all claims and causes for damages due to my death, personal injury or property damage which I may have, or which may hereafter accrue to me, whether known or unknown as a result of my use of the SHHA swimming pool and associated facilities. This waiver and release is intended to discharge in advance the SHHA as well as its officers, agents and employees, from and against any and all liability, injury, loss or damage arising out of and connected in any way with my participation with said entity and/or its facilities or in any event or activity associated with said entity and/or its facilities even though that liability might arise out the active and/or passive negligence or carelessness on the part of the entity or persons mentioned above. I further agree to assume all such risks of injury or death associated with use of the pool, not only for myself, but for my family members, children, and guests using the pool.

I understand that incidents, even of a serious and life threatening nature occasionally occur during the utilization of swimming pools and related facilities due to, not by way of limitation, slips, falls, collisions and other water related hazards. Knowing the risks attendant with swimming pools and related facilities, I hereby agree to assume those risks and to release, indemnify and hold harmless all the persons or entities mentioned above, who, even through, not by way of limitation, active and/or passive negligence or carelessness, might otherwise be liable to me or my heirs or assigns for damages by reason of any and all accidents, illness, injury or death or other consequences related to such utilization, whether reasonably foreseen or not reasonably foreseen.

I agree that this waiver, release, assumption of risk, indemnification and hold harmless agreement is binding upon my heirs and assigns, family members, spouses, minor and adult children, and pool guests.

I agree to accept and abide by the rules and regulations of the SHHA. All spouses and resident adults signing below are bound to the terms of this Application and Release.

By my signature below, I confirm that I have read the terms and conditions of the release, that I have read and understand the release language, agree to it, and understand that it is binding and may not be waived orally or in writing except by signature of the President of the SHHA.

Date: \_\_\_\_\_

1st Resident Adult Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

2nd Resident Adult Name: \_\_\_\_\_

Signature: \_\_\_\_\_

All SHHA Pool memberships granted and maintained on basis of strict compliance with all pool rules and regulations of Sleepy Hollow Homes Association pertaining to membership in and use of the pool facility.