

# Waterford Swim and Racquet Club Agreement

Mail Completed Agreements To:  
Waterford II HOA  
4080 Clearwater Way  
Lexington, KY 40515

\*Required Fields of Information

\*Resident Address: \_\_\_\_\_

\*Primary Home or Cell Phone #: \_\_\_\_\_

\*E-mail Address: \_\_\_\_\_

\*Emergency Contact: (Name) \_\_\_\_\_ (Phone #) \_\_\_\_\_ (Relationship) \_\_\_\_\_

Complete the chart below for all immediate family members to be included with your agreement. Immediate family members must reside with the primary applicant and be related as spouse/partner, child, grandparent, sibling, and/or grandchild. You may include one nanny or babysitter at the cost of an additional \$50.00, which will allow entry only when accompanying children listed below. You may also include grandchildren of the primary applicant that do not reside in the home for \$25.00 each. Grandchildren added this way will only be allowed entry if accompanied by an adult member listed on the agreement. Phone numbers are for notifications of pool closures, re-openings, and related information. **ALL ADULT (18 and older) FAMILY MEMBERS MUST PRESENT PROOF OF RESIDENCY WHEN OBTAINING THEIR MEMBERSHIP I.D. CARD.**

<u>Last Name, First</u>	<u>Relationship</u>	<u>Age</u>	<u>Phone</u>	<u>Fee</u>

**Membership Agreement/Medical Waiver:** Pool memberships are non-transferable. Waterford applicants/residents must be in good standing (not in arrears on HOA dues or other assessments, no open violations of deed restrictions) with the Waterford HOA to obtain membership. The primary applicant, listed family members, and any guests of the primary applicant or family members shall save and hold harmless Waterford Swim and Racquet Club, Waterford II Homeowners Association, Inc., the Waterford II HOA Board of Directors, Professional Pool Management of Kentucky, Inc. and its employees, and Adkins Property Management, LLC and its employees from and against all liability, claims, and demand on account of personal injuries (including, but not limited to, foregoing workman's compensation and death claims) or property loss or damage of any kind whatsoever, which may arise out of or be in any manner connected with the performance of this contract, regardless of whether such injury, loss or damage shall be caused by, or claimed to be caused by, the negligence of the members of any of the above named or by any of their agents or representatives.

**Rules and Regulations:** The undersigned Primary Applicant agrees to conform to and be bound by the Rules and Regulations of the Waterford Swim and Racquet Club, as they may be amended from time to time. By signing below, you acknowledge you have read and understand the rules of the Waterford Swim and Racquet Club. Violation of these rules by the Primary Applicant, listed family members or guests, or allowing the use of membership cards by people other than those listed above may result in suspension or revocation of privileges, temporarily or permanently.

Print Name: \_\_\_\_\_

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

# Waterford Swim and Racquet Club Agreement

## Pool Rules and Regulations

### **Entry Provisions**

1. The pool will be open for use during the days and times listed on the schedule posted at <http://www.waterfordlexington.com> except in cases of inclement weather, special activities or maintenance. Entering the pool during unscheduled times without prior approval will be considered trespassing.
2. Pool members must present a valid Waterford pool card I.D. to the lifeguard on duty at the gate on each occasion of entering the pool. Member admittance will not be permitted without a valid pool card I.D.
3. Guest pass cards are issued one time only, and should be treated like cash- they and will not be replaced if lost. Homeowners who pay annual HOA dues in full prior to April 1st, 2021 will receive a total of three guest pass cards (15 guests), rather than two guest pass cards (10 guests). Guests must be accompanied by a pool member and sign in with the lifeguard on duty upon arrival. A maximum of five guests per visit to the pool is allowed by members, unless preapproved by Management. Members are responsible for the behavior of their guests.
4. Pool members may purchase additional guest passes at the gate. Guest pass prices are \$5.00 per day, per guest, except for Memorial and Labor Days (\$10.00 per day), and the Fourth of July (\$20.00 per day). Guest pass cards issued for each household per season may be used any days except for Opening Weekend, Memorial Day, Labor Day and the Fourth of July.
5. Nanny/babysitter pool card I.D.s may only be used to access the pool when accompanied by the child/children listed on the membership agreement. Added grandchildren that do not reside with the primary applicant must be accompanied by an adult member listed from their agreement.
6. Children under the age of 13 must be accompanied by a chaperone 16 or older. This rule will be strictly enforced. If any doubt occurs as to the child's ability to swim, the lifeguard on duty may require the child to leave and to be accompanied by a parent or guardian on future visits.
7. The wading pool (baby pool) is for the use of children five years or younger, who must be accompanied by an adult.
8. Lightning is deemed to have occurred nearby when lightning is seen or thunder is heard by a lifeguard. If uncertain as to whether lightning has occurred, lifeguards will verify using an app such as Weatherbug. Lifeguards will clear the entire pool deck of people for 30 minutes after each occurrence of thunder or lightning. Unsupportiveness and/or failure to promptly comply may be grounds for suspension or termination of pool privileges. For safety reasons, no one may reenter the pool deck to collect belongings during those 30 minutes. Management is authorized to close the pool due to inclement weather conditions.

### **Code of Conduct**

1. Only one person may be on the diving board at a time. The area in front of the diving board is for diving only. Swimming in front of or underneath the diving board, or diving or jumping from the side of the board is not permitted. Divers must swim to the nearest ladder to the right of the diving board (not under the lap lane marker or toward the diving board side wall) to exit the pool. The diving area must be clear before the next diver jumps off the board. Diving into the shallow end of the pool is not permitted.
2. Swim goggles or face masks may not be worn when diving or jumping from the diving board.
3. Dunking, wrestling, running, towel flipping, bullying, rough play and any other activities deemed unsafe by the lifeguards are not permitted and may result in disciplinary action. Calling out for help when not necessary will not be tolerated.
4. Intoxication, belligerent behavior, and any language considered profane, abusive, vulgar, harassing, demeaning or otherwise inappropriate, whether directed toward other patrons or lifeguards, will not be tolerated and may result in immediate suspension or termination of pool privileges without refund.
5. No smoking or tobacco is permitted in or around the pool area or on Waterford Swim and Racquet Club grounds. This includes cigarettes, smokeless tobacco, and e-cigs.
6. Towels, paper cups, popsicle sticks, plastic straws, balls other than squishy balls, etc. are not permitted in the pool as they may endanger other swimmers or damage the filtration system.
7. Air-filled flotation devices are not permitted. Noodles and foam-filled life jackets are acceptable. No flotation device may be worn when diving or jumping off the diving board.
8. Willful defacement or destruction of property will result in immediate termination of pool privileges without refund (nanny pass, guest fees, etc.). Pool members are liable for losses or damages caused by their guests and/or children.
9. Pool members and guests are responsible for cleaning up after themselves by removing all containers, wrappers, spilled food/drink, and other trash from deck tables and the surrounding area that they occupied prior to departure.

# Waterford Swim and Racquet Club Agreement

10. Glass bottles or containers are strictly prohibited within the fenced-in pool area.
11. Drinks or food items are not permitted in the pool or on the pool apron.
12. Pool furniture may not be moved outside of the pool area or placed in the pool.
13. Pets are not allowed in the pool area.
14. Waterford Swim and Racquet Club is not responsible for lost or misplaced items. All personal possessions will be removed from the pool and dressing rooms at the end of each day. Lost items are not the responsibility of lifeguards or management.
15. Lifeguards are present for YOUR safety. Their instructions must be followed promptly and AT ALL TIMES. Noncompliance, argumentativeness, and other language or actions that disregard or diminish lifeguard authority are grounds for disciplinary action.
16. Pool members are fully responsible for the conduct of their children and guests.
17. Proper swimming attire (no cutoffs, thongs and non-bathing attire) is required in the pool area.
18. The playing of loud music is prohibited.
19. Casual swimming is permitted in lap lanes except when used by lap swimmers. On arrival, lap swimmers should notify lifeguards to clear the lap lanes.
20. These rules and regulations shall be in effect at all times and for all events unless superseded by Board policy or by a Board-approved, event-specific waiver.

Noncompliance may result in disciplinary actions including verbal warning, ejection from the pool, suspension of pool privileges, and termination of pool privileges without refund (nanny pass, guest fees, etc.). The Property Manager, Pool Manager, and the Association Board of Directors are authorized to close the pool should, in their judgement, circumstances warrant and may modify these rules in response to future developments.

**To be signed by Primary Applicant and all adult family members:** I have read and understand the above "Entry Provisions" and "Code of Conduct." I furthermore agree to follow all rules herein and those posted on pool grounds as a condition of my membership at the Waterford Pool and Racquet Club.

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**Printed Name**

**Signature**

**Date**

**This section to be completed at the Waterford Clubhouse only**

I have received \_\_\_\_ complementary guest pass cards (5 passes each) for the 2021 pool season. I understand that these are to be treated like cash, and if lost will not be replaced by the Waterford Swim and Racquet Club. Primary applicant initials: \_\_\_\_\_ Date: \_\_\_\_\_

To avoid delays in the pool I.D. & guest pass issuing process, please complete and return this agreement as soon as possible prior to season start. We are expecting higher than normal turnout this season and receiving your agreement ahead of time will greatly speed up the process, shortening lines and wait times. If you have any questions about your agreement, or need additional information, please contact Adkins Property Management at (859)576-3687, or email at [adkinspm@outlook.com](mailto:adkinspm@outlook.com). ALL ADULT (18 and older) FAMILY MEMBERS MUST PRESENT PROOF OF RESIDENCY AT THE WATERFORD CLUBHOUSE WHEN OBTAINING THEIR MEMBERSHIP I.D. CARD. Please mail completed agreements to the address below:

Waterford II HOA  
4080 Clearwater Way  
Lexington, KY 40515

## **Waterford COVID-19 Acknowledgement of Risks**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person to person contact. As a result, federal, state and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The Waterford Homeowners Association II "Waterford HOA", Adkins Property Management "APM" and Professional Pool Management "PPM" have put in place preventative measures to help reduce the spread of COVID-19; however neither Waterford HOA nor APM nor PPM can guarantee that anyone working for or attending, a gathering located on Waterford HOA property or managed by APM or PPM will not become infected with COVID-19. Further, attending any program or activity on Waterford HOA property or as part of any APM or PPM managed activity may increase the risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk of exposure that myself, children, anyone residing in my Waterford home and anyone I may be exposed to, in relation to participating in activities held on Waterford HOA property and administered by APM or PPM, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed or infected by COVID-19 may result from the action, omission or negligence of myself and others, including but not limited to Waterford HOA, board of directors, employees or volunteers, APM and PPM owners, officials, employees, volunteers, rentals, programs or pool activities participants and their families.

I voluntarily assume all of the foregoing risks and accept sole responsibility for any injury to myself or anyone residing in my household that relates to participation of managed programs on HOA property in relation to APM or PPM managed programs, including but not limited to personal injury, disability, death, illness, damage, loss, claim, liability or expense of any kind, that I or my family may experience in relation to managed programs located on Waterford HOA property. I hereby release, covenant not to sue, discharge and hold harmless Waterford HOA, APM and PPM, their board of directors, their employees, agents and representatives, of and from the Claims, including all liability claims actions, damages, costs or expense of any kind rising out or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of Waterford HOA, APM and PPM their employees, agents and representatives, whether a COVID-19 infection occurs before, during or after participation in any APM and PPM program held on Waterford HOA property.

Signature of Resident \_\_\_\_\_ Date \_\_\_\_\_

Print Name of Resident \_\_\_\_\_

List of residents living in your household you represent: