

Waterford Swim and Racquet Club Agreement

Pool Agreement

Membership Fee: \$900

*Required Fields of Information

Mail Completed Agreements To:
Waterford II HOA
 1795 Alysheba Way, Suite 3103
 Lexington, KY 40509

*Member Name(s): _____

*Member Address: _____

*Primary Home or Cell Phone #: _____

*Member Email #1: _____

Member Email #2: _____

*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. Phone numbers and emails are for notifications of pool closures, re-openings, and related information.

<u>Last Name, First</u>	<u>Relationship</u>	<u>Age</u>	<u>Phone # & Email</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 CMAKY, 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

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Swim and Racquet Club. Violation of these rules by the Primary Applicant, listed family members or guests, or allowing the use of key fobs by other than those listed above may result in suspension or revocation of privileges, temporarily or permanently.

Print Name: _____

Signature: _____ **Date:** _____

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. Each outside membership upon receipt of their \$900 membership fee is provided with two (2) Fobs in which allow member access to the pool during operating hours during the 2022 pool season.
3. Children under the age of 13 must be accompanied by a chaperon 16 or older. This rule is strictly enforced. If any doubt occurs to the child's ability to swim the lifeguard on duty may require the child to leave and be accompanied by a parent or guardian on future visits.
4. The wading pool (baby pool) is for the use of children five years or younger, who must be accompanied by an adult.
5. 5. Lightening is deemed to have occurred nearby when lightening is seen, or thunder is heard by a lifeguard. If uncertain as to whether lightening has occurred, lifeguards will verify using an app such as Weather Bug. Lifeguards will clear the entire pool deck of people for 30 minutes after each occurrence of thunder or lightening. 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 towards patrons or lifeguards, will not be tolerated and may result in immediate termination of pool privileges without a refund.
5. No Smoking or tobacco is permitted in or around pool area or in 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 area 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.

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8. Willful defacement or destruction of property will result in immediate termination of pool privileges without a 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 the deck tables and the surrounding area that they occupied prior to departure.
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 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.

This section to be completed at the Waterford Clubhouse only

I have received 2 Fobs for outside membership as indicated on the first page. I understand that fobs must be returned to Waterford II management by October 1,2022. I understand that if lost I will have to pay for the replacement at the cost as set by the Board of Directors. Primary applicant initials: _____ Date: _____

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 condition of my membership at the Pool and Racquet Club.

Printed Name

Signature

Date