

2024 – Woody Creek Pool Affiliate Membership Renewal (Not Sugar Creek and Stoney Creek Community Pool)

1 Renewal Information & Signature	Last Name	First Name(s)
	Current Address	City/ST/Zip
	Prior Address (only if different)	
	Email	Phone

2 Membership Renewal	Woody Creek Access Membership Renewal \$500 per family Valid only if you were an affiliate member in 2023
	Allows your children to swim for Woody Creek Waves. Valid at the Woody Creek pool only (excluding Sugar Creek and Stoney Creek pools) and for EMAS (Early Morning Adult Swim, requires an additional signed agreement and waiver) Renewals accepted until quota limit is reached.

3	Include a check for \$500.00 payable to WCR : Check # _____ You may renew and pay online, in which case this form is not required.
----------	--

4	Mail form and check to: John Childress, 220 Sugar Creek Road, Greer, SC 29650 admin@sugarcreekinfo.org
----------	---

Rules and Regulations for the use of Sugar Creek and Stoney Community Pools

Safety is our highest priority. All persons -- including residents of Sugar Creek, Woody Creek Community Pool affiliate families, swim team staff and swimmers, and other guests -- must respect and abide by these rules.

Pool operations are under the direction of the pool committees, the pool management company, and the lifeguards on duty. Security and enforcement assistance is provided by our community Deputy.

Pools will generally be open for use according to published schedules. Pools may be closed at any time as required by DHEC, for maintenance or mechanical reasons, for weather or safety reasons, for swim meets, or as otherwise determined by pool management. Each pool has a specific capacity; if at capacity, a pool may not be able to accommodate additional persons.

Persons at the pool are expected to behave safely and appropriately at all times. Anyone not behaving appropriately will be asked to leave. Repeat offenders will be denied future use of the pool facilities.

No running, shoving, rough-housing, or horse-play. No diving except in designated areas of the pool.

No loud music, shouting, or foul language. No glass containers of any kind on the pool deck.

Families are allowed to bring up to two family members, or house guests who are not local residents, space permitting. Pool management may restrict or relax guest policy depending on the number of persons at the pool.

Use of the pool facilities is limited to residents and Pool affiliate membership families. Non-residents of Sugar Creek must purchase a Pool Membership each summer to use the facilities or participate on the swim teams.

Periodically, the staff or Deputy will check IDs against the resident and Community Pool Pass lists. Be prepared to show valid ID on request.

Show courtesy and respect for the lifeguards and staff and others at the pool so that everyone can enjoy using the facilities.

Woody Creek HOA corporation including the HOA board members assume NO responsibility, and no members, guests, or pool pass holders shall have any claim against any of the HOA corporations or their HOA board members for accidents, injuries or for property brought into or left on the corporation premises.

WAIVER & RELEASE OF LIABILITY

This WAIVER AND RELEASE OF LIABILITY (the “Release”) is entered into as of the date set forth below, by and between Woody Creek HOA (the “HOA”), and member(s) (the “Member(s),” and together with the HOA, the “Parties”).

WHEREAS, the HOA manages a property located at 101 Woody Creek Road, Greer, SC 29650 (the “Property”);

WHEREAS, the Property contains a pool (the “Pool”) and certain facilities (the “Facilities”) on the premises that are open for Member(s) use;

WHEREAS, as a condition to a Member(s) using the Pool and Facilities, the HOA requires

the Member(s) to execute this Release affirming that the Member(s), and any family, associates, or other parties using the Property or Facilities, or any of the Property's improvements or amenities acknowledge the associated risks of use and enjoyment; and

NOW, THEREFORE, as evidenced by the Member(s) signature below, the Member(s) hereby acknowledges and agrees to the following:

1. Member(s) Acknowledgment of Property Pool, Condition, & Possible Associated Risks. The Member(s) hereby acknowledges the existence of and associated risks with the following circumstances of the Pool:

Member(s) acknowledges that a swimming pool/area is located on the Property, and Member's use of the swimming pool/area, as well as any other person, family member, visitor or guest of a Member, or that a Member invites or otherwise brings on to the Property while using the Property (collectively referred to as "Others"), is at Member's own risk, and all related risks shall be assumed by the Member(s). Member(s) understands that at no time will there be a lifeguard or other personnel on duty at the Property, nor is there a fence surrounding or enclosing the swimming pool/area, and as such, children utilizing the swimming pool or playing around or within the swimming pool area must be fully supervised at all times due to the risk of children falling into the swimming pool or being otherwise injured. Member(s) fully acknowledges and understands that Member's use of the swimming pool/area may involve certain risks, including, but not limited to:

- a. The risk of injury resulting from possible malfunction of pool equipment;
- b. The risk of injury resulting from tripping or falling over obstacles, objects and/or other items found surrounding and/or within the swimming pool area;
- c. The risk of injuries resulting from diving into the pool, the use of swimming devices to snorkel in the swimming pool, swimming alone or children swimming without adult supervision and injuries resulting from participation in any other action in and around the swimming pool area;
- d. The risk of injuries resulting from unsupervised divers and swimmers colliding;
- e. The risk of other injuries resulting from participating in any action in the pool; and
- f. The potential risk of drowning in the pool or death.

Member(s) further acknowledges that chemicals, or the lack thereof, can cause skin, eye or ear irritation, and as such, agrees to allow maintenance of the swimming pool and pool equipment as scheduled during Member's stay at the Property.

Member(s) understands and acknowledges that the above list of possible associated risks and assumed risks is not exhaustive. Member(s) further agrees, understands and acknowledges that executing this Release is a condition of using the Property and is in consideration for an exchange for the HOA permitting the Member(s) and Others to utilize and enjoy the Pool, swimming pool area, swimming pool deck, and any Facilities on the Property (collectively, the "Property Pool and Facilities").

2. Use at Own Risk. Member(s) hereby acknowledges and agrees that its use of the Property Pool and Facilities shall be AT THEIR OWN ELECTION AND AT THEIR SOLE AND COMPLETE RISK.

3. Waiver of Claims. The Member(s) hereby waives any claims that Member(s) has or may have in the future against the HOA, including its directors, officers, employees, agents or representatives relating to Member's or Others' use of the Property Pool and Facilities. This waiver provision shall include present or future claims related to the Property Pool and Facilities not only of the Member(s), but that may arise from Others.

4. Release of the HOA. The Member(s) hereby releases the HOA, including its directors, officers, employees, agents or representatives from any and all liability for any loss, damage, injury, expense or other cost that Member(s) or Others may suffer in connection with, arising out of or in any way related to Member's or Others' activities on or use and misuse of the Property Pool and Facilities, including, but not limited to, any negligence on the part of the Others, the HOA, or their contractors or agents.

5. Indemnification. The Member(s) hereby agrees to indemnify, defend, and hold harmless the HOA from and against any and all liability, injury, loss, cost or damage of any kind (including reasonable attorney's fees) resulting from the Member's or Others' activities, loss, damage, injury, or otherwise arising in any way out of the use or misuse of the Property Pool and Facilities.

6. Interpretation & Governing Law. The Parties agree that this Release is to be construed and interpreted fairly and reasonably in accordance with the terms herein and not as against any party as the drafter hereof. This Release is intended to be as broad as permitted by law, and shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of South Carolina.

7. Entire Agreement; Binding Effect. This Release sets forth all of the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written. No provision of this Release may be amended or added to except by an agreement in writing, signed by the Parties hereto or their respective successors in interest and expressly stating that it is an amendment to this Agreement. This Release shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

8. Capacity. Member(s) represents and warrants to HOA that they are over the age of eighteen (18) and have full authority and capacity to sign this Release and act in accordance with its provisions.

9. Children. Member(s) further acknowledges that they are the parent/guardian of the minor child(ren) (the "Children") as set forth below. Member(s) takes full responsibility for the safety of all Children and executes this Release fully intending the Children be bound by the same.

Children's Full Name	Age

MEMBER(S) ACKNOWLEDGES AND AGREES THAT THEY HAVE THOROUGHLY READ THIS RELEASE IN ITS ENTIRETY AND FULLY UNDERSTANDS THAT THIS IS A COMPLETE RELEASE OF LIABILITY. BY SIGNING THIS RELEASE, MEMBER(S) WAIVES ANY RIGHT THEY MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST THE HOA RELATED TO THE PROPERTY POOL AND FACILITIES.

[signature page to follow]

The Member(s) hereby execute this Waiver and Release of Liability on the date set forth hereinbelow.

MEMBER(S):

Printed Name: _____

Date: _____

Printed Name: _____

Date: _____

POOL RULES AGREEMENT

This POOL RULES AGREEMENT (the "Pool Agreement") is entered into as of the date set forth below, by and between Woody Creek HOA (the "HOA"), and Member (the "Member," and together with the HOA, the "Parties").

WHEREAS, the HOA manages a property located at 101 Woody Creek Road, Greer, SC 29650 (the "Property");

WHEREAS, the Property contains a pool (the "Pool") and certain facilities (the "Facilities") on the premises that are open for Member use;

WHEREAS, as a condition to a Member using the Pool and Facilities, the HOA requires the Member to execute this Pool Agreement affirming that the Member, and any family, associates, or other parties using the Pool, Facilities, or any of the Property's improvements or amenities and agree to follow all pool rules and regulations. Member understands that any violation of the rules may result in discontinued pool privileges.

NOW, THEREFORE, as evidenced by the Member's signature below, the Member hereby acknowledges and agrees to the following rules:

ACCESS: Access to the pool area is for Members of the HOA, their family, and their guests only.

1. All Members must sign a Waiver & Release of Liability Agreement before accessing the Pool;
2. All Members must sign a Pool Rules before accessing the Pool;
3. Members assume responsibility for their family and guests' actions while at the Pool;
4. Except when entering and exiting, the gate(s) must remain closed at all times;
5. Anyone under the age of 18 must be accompanied by an adult;
6. Solo swimming is not advised;
7. Members must leave the Pool during Pool maintenance;
8. No abusive language, loud radio, or excessive noise;
9. Chairs and furniture should be reset as found;
10. The back of loungers should be laid flat;

11. Remove garbage and place in the trash cans provided or the roll away cans outside the Pool;
12. Lower umbrellas;
13. Children must be supervised by an adult at all times;
14. Do not use the pool if you or your child has had diarrhea in the previous two weeks;
15. No glass containers, no eating or drinking in the Pool;
16. No smoking;
17. No animals allowed in Pool or Pool area;
18. Standard swimwear only.

The Pool and surrounding area will be recorded 24/7 and the video will be reviewed by pool management daily

If you or your child is found to be responsible for a closure due to fecal matter your household will lose pool privileges for at least 7 days. In the event of a second incident, all costs to clean and reopen the pool may be assigned to your family and a fine may be assessed.

Member has read and understands the HOA Pool Rules and releases the HOA from any responsibility or liability regarding the use of the Pool. The HOA may not be held liable for any person claiming any loss or damages including, without limitation, indirect, special, or consequential loss or damage arising from personal injury or death, destruction of property, trespass, loss of enjoying or any wrong or entitlement to remedy based upon, due to arising from, or otherwise relating to the design, construction, maintenance, or use of any amenity associated with the HOA Pool, including without limitation any arising in whole or in part from the negligence of the HOA.

Member also accepts responsibility for the care of these amenities, (pool, baby pool, pool safety equipment, pool & furniture, etc.), while using the Pool and agrees to pay for any damages incurred by my family and/or guests during this time.

Member Signature: _____

Member Name: _____

Date: _____