

## 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 14 must be accompanied by an adult during guarded swim.
6. You must be over the age of 18 to use the pool during unguarded swim.
  1. Solo swimming is not advised;
  2. Members must leave the Pool during Pool maintenance;
  3. No abusive language, loud radio, or excessive noise;
  4. Chairs and furniture should be reset as found;
  5. Remove garbage and place in the trash cans provided or the roll away cans outside the Pool;
  6. Lower umbrellas;
  7. Children must be supervised by an adult at all times;
  8. Do not use the pool if you or your child has had diarrhea in the previous two weeks;
  9. No glass containers, no eating or drinking in the Pool;

10. No smoking;
11. No animals allowed in Pool or Pool area;
12. 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: \_\_\_\_\_