

## **WESTERLEY SWIMMING POOL RULES AND PRIVATE MEMBERSHIP USE AGREEMENT**

Use of the Westerley Swimming Pool and related facilities is subject to the following Rules and Regulations, as adopted by the Westerley Homeowners' Association Board of Directors.

Please read these Rules and the Use Agreement carefully, sign at the bottom, and return it to one of the following Pool & Recreation Committee members at a monthly Board meeting, at pool registration, or at the addresses listed:

Westerley Pool & Recreation Committee  
Legum & Norman Inc  
4401 Ford Avenue Suite 1200  
Alexandria, VA 22302  
pool@westerley.org

### **RULES**

1. Only residents in good standing and their accompanied guests may be admitted. The number of guests allowed at any given time will be limited to six (6) per family, unless previous arrangements have been made with the Pool & Recreation Committee.
2. All persons shall obey the instruction of the lifeguards. No person is permitted to use the pool unless sit is open and a lifeguard is on duty in the lifeguard chair.
3. Talking to the on-duty lifeguard in the lifeguard chair is not permitted.
4. In an emergency, the pools must be cleared immediately. The signal is 3 blasts on the guard's whistle.
5. The last fifteen (15) minutes of each hour will be a designated lane-swimming period. Only persons capable of lane-swimming (swimming laps) are permitted to participate in lane-swimming.
6. Persons under the age of 12 may only use the pool under the direct supervision of a responsible person 16 years of age or older. Persons unable to demonstrate to the lifeguard their ability to swim are not permitted in water over three feet deep. No more than six (6) persons under the age of 12 may be supervised by a one person 16 years of age or older.
7. Use of the wading pool is restricted to children 6 years of age and younger. A parent or guardian must supervise children in the wading pool.

8. All members are required to familiarize their children with all pool rules. Parents are responsible for their children, whether that parent is at the pool or not.
9. The following activities are strictly prohibited: running, pushing, jumping into the pool onto others, jumping off the lifeguard chair, dunking or holding others under the water, standing or sitting on another's shoulders, and loitering in the bathroom area.
10. No food, gum or breakable objects are permitted in the immediate area of the pool.
11. All trash must be placed in the receptacles provided. Cigarettes must be disposed of properly.
12. No intoxicants are allowed in the pool area during regular pool hours. Intoxicated persons are not allowed to remain in the pool area at any time.
13. The Bathhouse is open only during pool hours of operation. No persons are permitted to loiter in or around the Bathhouse area.
14. The Board of Directors, Pool & Recreation Committee and lifeguards shall have the authority to disallow exuberant play that may interfere with the enjoyment of the pool by others.
15. The lifeguards may suspend, for a period not to exceed seventy-two (72) hours, the right of any person to remain at or use the pool if the lifeguard concludes that the person is in violation of these rules, the lifeguard's directions, is using abusive language, appears intoxicated or that their conduct otherwise creates a threat to safety or the well being of any other person or property. Subsequent to expulsion, any person may appeal the decision of the lifeguard to the Pool & Recreation Committee, and subsequently to the Board of Directors.
16. No play equipment, play pens, wheeled vehicles (except wheelchairs and infant strollers) are permitted in the pool area. Tubes, flotation devices, balls and toys may be permitted or prohibited in the discretion of the lifeguard based on the circumstances existing at the pool at any time.
17. No pets are allowed in the pool area or on pool property (except for service animals, such as seeing-eye dogs).
18. All persons must shower at the pool before entering the pool under Loudoun County ordinance.
19. Admission will be refused to anyone with skin abrasions, colds, coughs, extremely inflamed eyes, infections, or wearing bandages.
20. Expectorating and blowing of the nose in the pool is prohibited.

21. Only appropriate footwear is permitted on the pool deck. Street shoes may not be worn on the pool deck.
22. Children who are not 100% toilet-trained **must** wear **disposable swim diapers or reusable swim diapers AND vinyl diaper covers** in order to be allowed in the baby or main pool. See lifeguard or display board for an example. Residents responsible for a failure to comply with this rule may be specially assessed all costs incurred to clean the pool and may be subject to the imposition of charges for violation of this rule.
23. Cut-offs and other improper swimwear are not allowed in the pool.
24. Residents in Westerley properties that are delinquent in the payment of assessments cannot be considered guests and will not be admitted.
25. No diving allowed.
26. The pool may be reserved for the exclusive use of residents in good standing by agreement with the Pool & Recreation Committee.
27. Subjects not covered by these Rules will be handled by lifeguards on duty, the Board of Directors, or the Pool & Recreation Committee.
28. The Board of Directors and the Pool & Recreation Committee are empowered to interpret and enforce these Rules.

### **USE AGREEMENT**

1. I understand that persons under the age of 12 may only use the pool under the direct supervision of a responsible person 16 years of age or older. I understand that all persons using the pool must comply with the Westerley Swimming Pool Rules and may be required to leave the pool area if the lifeguard concludes they are not in compliance with the Rules.
2. I assume all responsibility, risks, liabilities and hazards incident to my use of the pool and hereby release and forever discharge Westerley Homeowners Association, Inc. ("Association") and their officers, directors, employees and agents from liability for personal injury, death and damage to or destruction of property arising from my use of the pool.
3. I agree to indemnify and hold harmless the Association, its officers, directors, employees, agents and members from any and all claims, costs, causes of action, liability and/or damages (including but not limited to attorneys' fees and other costs of defense) resulting from or related to my using the pool or pool facilities or resulting from such use by my family members, guests, invitees or tenants.
4. I have carefully read, understand, and agree to abide by these Rules.

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Signature

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Name (please print)

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Signature

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Name (please print)

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Address

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Home Telephone Number