

SHELTER BAY COMMUNITY, INC.

Pool Rules – Spring/Summer 2024

It is our goal to operate the Shelter Bay Community Pools in a manner that is safe and enjoyable for those who use them.

The Pool is *for use by Community Residents, their guests and marina tenants*. Residents, their guests and marina tenants will be required to wear Rec Tags. **Guests must always be accompanied by Community Residents**. Access control is granted via key fob when a Pool Use Waiver is signed. Residents or Marina Tenants should bring their key fob and be prepared to badge-in to the pool gate. Please do not open the gate for others.

POOL RULES

1. Swimmers must shower before entering pool.
2. Children not potty-trained must wear clean diapers, plastic or rubber pants plus bathing suit when in the pool.
3. Diapers must be changed at a designated diaper changing station before entering the pool.
4. No one with skin infections or bandages will be allowed in the pool.
5. Anyone with a communicable disease or anyone who has been ill with vomiting or diarrhea within the past two weeks is prohibited from using the pool.
6. Children 12 years of age or less must always be accompanied by a responsible adult 18 years of age or older.
7. Individuals between 13 and 17 years of age must be accompanied by at least one other person.
8. "Cutoffs" or frayed swimsuits are not allowed in the pool.
9. No food, drinks, smoking or gum chewing are allowed in the pool, the pool area, or in bathrooms or dressing rooms.
10. Running or rough play is not allowed.
11. No back dives, flips, or inward dives of any kind are allowed.
12. Flotation devices are acceptable for young and non-swimming children only. **ACTIVE** parental supervision is required.
13. Only Pool Toys are allowed in pool. Check with Pool Attendant if you have questions.
14. No one under the influence of drugs or alcohol allowed in pool area.
15. No pets allowed in pool area or bathrooms.
16. Pool attendants have the authority to eject person(s) not obeying these pool regulations.
17. The nearest first-aid kit is located on the pool fence.
18. Please see the Pool Attendant for the nearest emergency telephone (cell phone, office).

The Pool Attendant's primary duty is to make certain the pool operation is safe & orderly and will assist people in need to the extent of their ability. The Pool Attendant on duty is authorized to take the following actions:

- Close the pool for safety reasons (examples: lightning storm; contamination of pool by blood, feces, vomit, etc.)
- Close the pool if called away for an emergency and cannot supervise pool activities
- Expel residents/guests for unsafe behavior or violation of Pool Rules
- Expel residents/guests for unacceptable behavior (e.g. fighting, foul language, etc.)
- Disallow entry or expel a person who is not a Shelter Bay resident/guest or does not have a valid Recreation Tag.

Remember, it is the Pool Attendant's job to make certain the pool area is safe for everyone. In an emergency, the Pool Attendant may ask another adult in the pool area for assistance, if needed.

Waiver and Release of Liability for Pool and Facilities

In consideration of my use of the pool and facilities provided by Shelter Bay Community, Inc., I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that arising from personal injuries (including death) sustained by me or my child/ward in, on, or about the premises, or as a result of the use of the pool or facilities, regardless of whether such injuries result, in whole or in part, from negligence of Shelter Bay Community, Inc.. By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me or my child/ward, and I hereby fully and forever release and discharge Shelter Bay Community, Inc., its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of the use of said pool and facilities.

I expressly agree to indemnify and hold Shelter Bay Community, Inc. harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my child/ward.

I agree to be solely responsible for the safety and well-being of my child/ward and /or myself. I understand that Shelter Bay Community, Inc. does not provide certified lifeguards, instruction or assistance for the use of the pool facilities and equipment.

I agree to comply with all rules imposed by Shelter Bay Community, Inc. regarding the use of facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all time, and to refrain from using equipment in a manner inconsistent with its intended design and purposes.

I understand and acknowledge that the use of the pool and equipment involves risk of serious injury, including permanent disability and death. I hereby certify that I know of no medical problems that would increase my/my child's/my ward's risk of illness or injury as a result of use of the Shelter Bay Community, Inc. pool facilities and/or equipment.

I understand and agree that Shelter Bay Community, Inc. is not responsible for property that is lost, stolen or damaged while in, on, or about the premises.

I have read the foregoing waiver and release of liability and have voluntarily executed this document with full knowledge of its content.

Date: _____

Lot(s) # _____

Signature: _____

(Parent or guardian if under 18)

Printed Name: _____