



2021 Pool Membership Agreement

Personal Information

Name: _____

Spouse's Name: _____

Home Address: _____

Cell Phone: _____

Home Phone: _____

Email Address: _____

Emergency Contact Name and Number: _____

Dependent Children (Unmarried, under the age of 25, living at home, attending school on a full time basis or on active military duty)

Name

Birth Date:

Names of Caregivers/Babysitters

FOR AND IN CONSIDERATION of being permitted by the Junior League of Gainesville-Hall County, Inc. (the "League") to utilize the private swimming pool located at 1547 Riverside Dr., Gainesville, GA 30501 (the "Pool") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/we and each guest or person, including minors, in or with my/our family who will utilize the Pool in connection with my membership or agreement with the League (individually and collectively referred to as the "Undersigned"), intending to be legally bound, do hereby agree to the following:

Annual Membership Deposit

The payment of a nonrefundable deposit ("Membership Deposit") is required for Pool Memberships.

- \$450.00 - League Active, Provisional and Sustaining Members
- \$600.000 - Community members

*****You acknowledge these funds from pool membership dues are essential to Junior League pool operations. Refunds will not be issued in any event, including any acts of God*****

ASSUMPTION OF RISK

The Undersigned acknowledge the existence of risk in connection with use of the Pool, whether in an active or spectator capacity, including, but not limited to, participation in social functions at, near or around the Pool and use of the Pool in any recreational manner or otherwise (all such use(s) referred to as the "Activities"). Participation by the Undersigned in the Activities is purely voluntary and the Undersigned elect to participate with full knowledge of the risks of injury, illness or damage to property. The Undersigned accept full responsibility for any injuries, illness or damage to property that Undersigned may sustain in the course of such Activities. The specific risks vary from one activity to another, but potential risk include, but are not limited to: scratches, cuts, bruises, sprains, dislocations, broken bones, tripping or falling over obstacles, collisions, impacts with pool area and other persons, torn muscles, torn ligaments, joint or back injuries, nerve damage, heat stroke or exhaustion, heart attacks, strokes, concussions, brain or spinal cord injuries, temporary or permanent paralysis, loss of bodily functions, drowning, or even death. These risks may result from the use of the Pool, from the Activity itself, from the acts of others or the or from the unavailability of emergency medical care. The Undersigned acknowledge and agree that they are owed no extraordinary duty of care in connection with their participation in the Activities. The Undersigned further understand and intend that this Assumption of Risk and Release is binding upon the Undersigned and their heirs, executors, administrators and assigns.

WAIVER, RELEASE, AND INDEMNIFICATION

The Undersigned hereby do and agree to unconditionally waive, release, hold harmless, covenant not-to-sue and forever discharge the League, its officers, directors, agents, employees and members, from and against any and all liability, claims, demands, causes of action, suits, losses, damages, property damage, property loss or theft, costs (including court costs and attorneys' fees) or injury, including death, that have been or may be sustained or suffered by the Undersigned which may accrue or arise, now or at any time in the future, out of my participation the Activities and/or in connection with or while using any part of the Facilities, whether caused by the negligence of the League or otherwise. The Undersigned also agree to indemnify the League for any negligence, personal injury, wrongful death, property damage, attorney's fees, litigation costs, money damages or other expenses of any kind arising from use of any part of the Pool, whether brought individually or by personal representative(s) or assignee(s).

Pool Rules

The Undersigned acknowledge that s/he has received, read, and understands the Pool Rules (attached to this Agreement and incorporated herein by reference) (the "Pool Rules"). The Undersigned agrees the use of the Pool is subject to the terms, conditions, and restrictions set forth therein. The Undersigned agrees to conform and abide by the Pool Rules and any additional rules or notices as provided by the League from time to time.

Revocation of Privileges

If, at any time, the Undersigned (or his or her guests or family) violates the Pool Rules or is engaged in dangerous or illegal conduct on League property or creates nuisance or unsafe condition of any kind, the League, in its sole discretion, reserves the right to temporarily revoke or permanently terminate Pool privileges.

Prerequisite Skills and Ability

The Undersigned represent that they have the requisite skills and physical ability necessary to safely use the Pool and/or participate in the Activities. The Undersigned assert that the s/he is not aware of any condition, whether physical or mental, which may prohibit me or my minor children or my guests from engaging in the Activities. The Undersigned acknowledge that no one can warn them of all of the dangers associated with the Pool and that they have the sole responsibility to investigate any activity, hazard, or thing which may be dangerous or that the Undersigned do not understand. The Undersigned acknowledge that **NO LIFEGUARD WILL BE ON DUTY AT ANY TIME WHATSOEVER.**

Insurance

The Undersigned understand that the s/he will be solely responsible for any medical, health or personal injury costs relating to their use of the Pool and participation in the Activities. The Undersigned are encouraged to have a medical physical examination and to purchase health and accident insurance prior to any and all participation in the Activities.

Guests

At all times and under all circumstance, Guests must be accompanied by a current member of the League or other person authorized to use the Pool. The Undersigned League member or other authorized Pool user acknowledges that s/he is responsible for supervising his/her/their guests who will utilize the and, further, expressly agree to be responsible for their actions.

Dependents/Minors

The Undersigned acknowledges that s/he is responsible for supervising his/her dependent(s)/minor(s) who will utilize the Pool and, further, expressly agrees to be responsible for their actions.

Severability

The Undersigned expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the law of the State of Georgia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding

The Undersigned further acknowledge that he/she/they have read, understood and accept all terms and conditions stated in this Agreement, and understand that they are giving up substantial rights, including the right to sue the League, or any of their officers, agents, servants, or employees. The Undersigned acknowledge that they are signing the agreement freely and voluntarily, and intend by their signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

	Printed Name	Age	Signature	Date
Member				
Spouse				
Dependent				
Guest				
Guest				



Pool Rules 2021

1. Use of the pool is AT YOUR OWN RISK, including the risk of exposure to COVID-19.
2. You may NOT enter or use this pool venue or amenity complex if, within the past 14 days, you have: (a) been diagnosed with COVID-19, (ii) exhibited symptoms of Covid-19 or other flu-like symptoms, including, without limitation, fever, cough, shortness of breath, or (iii) been in contact with a person that has or is suspected to have COVID-19.
3. All staff, swimmers, and all those who enter the pool venue are encouraged to wash their hands often and cover their coughs and sneezes.
4. Cloth face coverings are encouraged as feasible. Face coverings are most essential in times when physical distancing is difficult, such as the entry area to the pool facilities. Face coverings, however, are NOT to be worn in the pool itself. Cloth face coverings can become difficult to breathe through when wet.
5. Users should limit their touching of fencing, doors, chairs, furniture, and other pool venue equipment including the concession stand. If possible, people should utilize disinfectant and/or hand sanitizer before and after touching these areas.
6. All applicable federal, state, and local regulations and ordinances apply to usage of the pool.
7. Users must comply with social distancing guidelines when entering, using, and exiting the pool and pool venue.
8. Pool facilities are for members in good standing and their immediate family. The word "immediate family" shall mean your spouse and unmarried children residing in your household, and caregivers/grandparents of your children. "Good standing" is defined as regularly observing pool rules, and having met financial obligations of membership.
9. All applicable federal, state, and local regulations and ordinances apply to usage of the pool.
10. Everyone entering the pool must sign the pool register. Members will be given a pool ID clip for their bag with their pool # on it. Please bring it with you.
11. Children under 16 years of age will not be permitted to use the pool, unless supervised by a person 16 years of age or older.
12. No rowdy or inappropriate behavior.
13. Children must be supervised by an adult at all times.
14. Children who are not toilet trained must wear a swim diaper. If any incidences occur, please contact the pool chairman immediately
15. Do not sit, pull on, or remove rope.
16. No glass containers allowed in the pool area.
17. No food in the pool.

18. No pool furniture in the pool.
19. Pool hours are from 10 AM until 8 PM.
20. Swim at your own risk.
21. No special events (i.e. birthday parties, etc.) will be allowed at the pool, unless arranged through the Junior League.
22. Please leave all areas of the pool and the bathroom facilities in a clean orderly manner.
23. Please dispose of all food and drinks.
24. A MAXIMUM of 4 children per adult allowed.
25. Please return any communal toys to the toy box.
26. The Junior League is not responsible for lost or stolen items. Any toys that are not taken home and left at the pool are left at their own risk.
27. No smoking.
28. No pets.
29. In the case of thunder or lightening, please refrain from swimming for 30 minutes.
30. If you are the last to leave the pool (regardless of the time of day), please make sure that:
 - a. bathhouse/concession stand lights are turned off
 - b. the stereo is turned off
 - c. concession stand is locked
 - d. umbrellas are down and secured
 - e. the gate is secured/locked.
31. Do not post information regarding the pool (situations, events, etc) via mass text or social media unless approved by the Junior League.
- 32. Do not give out pool codes or keys. Keep in a secure place. Replacement keys will cost \$50.**
33. Guests may visit a **maximum of 2 times** at \$5 PER PERSON. (This includes children of guests.) After the second visit, the guest will be required to pay membership dues if they desire to visit the pool again. (Out of town guest situations can be considered privately with the League.)
34. Concession Stand
 - A. Initial key cost is \$25. If key is lost or not returned at the end of the season, the replacement cost is \$50.
 - B. Key holder is prohibited from making copies of original pool concession stand key.
 - C. No alcoholic beverages should be stored in the refrigerator when you are not present at the pool.
 - D. No food should be left in the refrigerator unless you are present at the pool. However, ice cream, popsicles, etc. can be left in freezer.
 - E. Please mark your items with your last name.
 - F. Please keep concession stand tidy.

- G. The door should be locked after each use. Failure to do so will result in losing privileges to the concession stand.
 - H. Concession stand window should be closed and locked when not in use.
 - I. No children are allowed in the concession stand.
35. The Junior League reserves the right to close the pool for private functions. Pool members will be giving a minimum 2 week notice of any pool closing via email and through signage by the pool.
36. These special rules are subject to change to meet existing federal, state, and local guidelines, and that if there are any conflicts between these rules and federal, state, or local requirements, the more restrictive measures for the benefit of the Association shall apply.

Your 2021 pool chairperson is Edie Arrowood (770-596-4077). Please contact her with any questions or issues regarding the pool and she will ensure that the information gets to the correct person. Thank you.

I have read the above rules and agree to abide by them.