



JUNIOR LEAGUE OF  
**GAINESVILLE-HALL COUNTY**

## Applicant Information

### Personal Information

Applicant Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

Applicant Phone: \_\_\_\_\_ Spouse Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Are you a Junior League Active or Sustaining Member? [ YES ] [ NO ]

### Designated Parties (the "undersigned")

Number of Family Member Bands Requested: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Spouse Name: \_\_\_\_\_

Child Name: \_\_\_\_\_

Child Name: \_\_\_\_\_

Child Name: \_\_\_\_\_

Child Name: \_\_\_\_\_

Number of Guest Bands Requested (maximum of two): \_\_\_\_\_

### Emergency Contact(s)

Contact Name(s): \_\_\_\_\_

Relationship(s): \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

**FOR OFFICE USE ONLY:**

**Member Number:** \_\_\_\_\_

**Drivers License on file:** Applicant? \_\_\_\_\_ Spouse? \_\_\_\_\_

**Membership Dues:** Paid in Full? \_\_\_\_\_



## JUNIOR LEAGUE OF GAINESVILLE-HALL COUNTY

# Pool Membership Agreement

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 Drive, 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:

## Pool Membership Pricing

The payment of a *nonrefundable* membership fee is required for Pool Memberships as detailed in the table below. Nonrefundable guest passes are also available for purchase (maximum of two per family).

Pool membership dues are owed in full to the League upon collection of membership access cards at the beginning of the season. Guest wristbands will be issued upon payment. Any outstanding dues owed from prior years must be paid in addition to current year dues in order to remain in good standing and receive wristbands for the current year.

Applicant acknowledges these funds from pool membership dues are essential to Junior League pool operations. *Refunds will not be issued in any event.*

	Junior League Members	Non-Members
Family up to 6	\$750	\$1000
+ up to two guest passes each	\$100 Each	\$100 Each

## 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 "Activities"). Participation by the Undersigned in 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 risks 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 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 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 & 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 participation in Activities and/or in connection with or while using any part of the Pool and its surrounding 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 acknowledges 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.

## Surveillance

The Undersigned acknowledges that the League maintains 24/7 video surveillance of the Pool and surrounding Facilities to ensure the safety and proper use of the property. The Undersigned understands that the League may, from time to time, refer to surveillance footage in the event of property damage or reports of improper use of the Facilities in order to become informed of the person(s) responsible.

## 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 without full or partial reimbursement of membership dues.

## 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 Activities. The Undersigned asserts that s/he is not aware of any condition, whether physical or mental, which may prohibit he/r or minor children or guests from engaging in 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 circumstances, Guests must be accompanied by an authorized Pool Member. If a Guest is under the age of 16, s/he must be accompanied by a Pool Member over the age of 16 with a Driver's License on file. Guests must also have a Guest Wristband on their person while using the Pool and surrounding Facilities. The Undersigned Pool Member acknowledges that s/he is responsible for supervising his/her/their guests who will utilize the Pool 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 acknowledges that he/she/they have read, understand 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.

Applicant Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

Spouse Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Spouse Signature: \_\_\_\_\_



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## *Pool Rules 2023*

1. Pool Facilities are for members in good standing and their designated party members. "Good standing" is defined as regularly observing pool rules and meeting financial obligations of membership.
2. All applicable federal, state, and local regulations and ordinances apply to usage of the pool.
3. Everyone entering the Pool Facilities must sign the pool register. Members will be given bracelets at the beginning of the season that must be worn at all times while within the Pool Facilities to signify designated party members.
4. All pool users aged 16 and older (members and guests) should have a valid government issued ID on file with the Junior League Building Manager.
5. When bringing guests outside of designated party members to the pool, the guest must be wearing a guest bracelet purchased prior to swimming.
6. Children under 16 years of age will not be permitted to use the pool or any pool facilities, unless supervised by a person 16 years of age or older.
7. No running or diving.
8. No boisterous or rough play.
9. Children who are not toilet trained must wear a swim diaper. If any incidents occur, please contact the Junior League Building Manager immediately.
10. Do not sit, pull on, or remove rope.
11. No glass containers are allowed within the Pool Facilities.
12. No food in the pool.
13. No pool furniture in the pool.
14. Pool hours are from 10 AM until 8 PM.
15. Swim at your own risk.
16. No special events (i.e. birthday parties, etc.) will be allowed at the pool, unless arranged through the Junior League.
17. Please leave all areas of the pool and the bathroom facilities in a clean, orderly manner.

18. Please dispose of all food and drinks before leaving the pool.
19. The Junior League is not responsible for lost or stolen items. Any personal items (toys, water bottles, towels, etc.) that are not taken from the Pool Facilities are left at their own risk and are subject to being disposed of at the Junior League's discretion.
20. No smoking.
21. No pets are allowed within the Pool Facilities.
22. In the case of thunder or lightning, please refrain from swimming for 30 minutes.
23. If you are the last to leave the pool (regardless of the time of day), you agree to ensure that:
  - a. Bathhouse/concession stand lights are turned off,
  - b. Stereo is turned off,
  - c. Concession stand is locked,
  - d. Umbrellas are down and secured, and
  - e. Gate is secured/locked.
24. Do not post information regarding the pool (situations, events, etc) via mass text or social media unless approved by the Junior League.
25. The Junior League reserves the right to close the pool for private functions. Pool members will be given a minimum of 2 weeks notice of any pool closing via email and through signage by the pool.
26. 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 Junior League shall apply.