

Lake Claire Pool

RULES

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LAKE CLAIRE POOL

RULES

*Lake Claire Pool, L.L.C., a Georgia limited liability company ("**Club Operator**"), has established the following rules ("**Rules**") to govern the use of the facilities known as the Lake Claire Pool ("**Facilities**") and to promote the health, safety, and enjoyment of all persons using the Facilities. The Club Operator may, in its sole discretion, amend these Rules from time to time. These Rules shall apply to all persons using the Facilities, whether a member, authorized user, or guest. Capitalized terms used in these Rules shall be defined as set forth in the Lake Claire Pool Membership Policies ("**Policies**"). The Club Operator's executive director or manager shall be the representative of the Club Operator for purposes of implementing and enforcing these Rules.*

1. MEMBERSHIP ADMINISTRATION

1.1. Access or Identification Cards.

The Club Operator may issue access or identification cards to each member and authorized user of the Facilities and may require such cards to be carried while using the Facilities. Such cards, if issued, may be used only by the person to whom it is issued. If the card is lost or stolen, the member should notify the Club Operator immediately. The Club Operator may charge a card replacement fee to cover its cost in replacing a lost or stolen card.

1.2. Notices.

Each member shall give the Club Operator written notice of the member's mailing address for the purpose of receiving communications.

2. GUEST POLICIES

2.1. Guest Registration and Fees.

Members are responsible for registering their guests, obtaining guest passes, and paying applicable guest fees prior to allowing their guests to use the Facilities. The sponsoring member shall be responsible for paying guest fees in such amount as the Club Operator may establish from time to time, which fees may vary according to the type of guest pass issued.

2.2. Day Guests.

(a) A member may sponsor a maximum of five day guests for use of the Facilities at a time, unless otherwise approved by the Club Operator. The Club Operator may limit the number of day guests a member may sponsor during specific time periods and periods of high use of the Facilities. Day guests must be accompanied by the member or another authorized user of the member's membership when using the Facilities. The Club Operator reserves the right to limit the number of days in any membership year that a member may sponsor day guests and the number of time that any person may use the Facilities as a day guest.

(b) No person, who resides within the Atlanta metropolitan area may use the Facilities as a day guest more than three (3) days in any 12-month period, whether sponsored by one or more members.

(c) The Club Operator reserves the right to limit the number of day guest passes which it issues during busy periods and peak hours of use.

2.3. Identification.

Guests shall carry their guest passes at all times when using the Facilities. The Club Operator reserves the right to request picture identification from guests at any time while on the Facilities.

2.4. Conduct.

All guests are expected to comply with these Rules and all other policies established by the Club Operator. Any guest who, in the reasonable determination of the Club Operator, is not in compliance, or whose conduct is disruptive, abusive, or otherwise inconsistent with the standard of conduct expected from members, may be asked to surrender his or her guest pass and leave the Facilities. The sponsoring member shall be responsible for the conduct of his or her guests while on the Facilities.

2.5. Babysitter and Nanny Passes.

Members desiring to hire a babysitter or nanny to care for their children while using the Facilities must purchase a babysitter or nanny pass from Club Operator. Prior to any babysitter or nanny using such pass, member shall register the babysitter or nanny with Club Operator. Only those babysitters or nannies registered with Club Operator shall entitled to use the pass and must present the pass when entering the Facilities. A babysitter or nanny may only access the Facilities with such pass while accompanying the member's children.

3. GENERAL CLUB POLICIES

3.1. Hours of Operation.

Unless otherwise determined by Club operator in its sole discretion, the Facilities shall be open for operation and use annually between the Saturday preceding Memorial Day and shall be closed the Tuesday following Labor Day. Within such period, the Facilities shall be open on such days and during the hours as the Club Operator may establish and change from time to time, subject to the Club Operator's right to close all or portions of the Facilities as it deems necessary for scheduled maintenance and repairs, events, and during inclement weather and in anticipation of storm events. Standard operating hours for general use shall be 11 a.m. to 8 p.m. unless otherwise posted. The Facilities shall be available between 6 a.m. to 11 a.m. for swimming laps, swimming lessons provided by authorized instructors, use by authorized organized swim teams, for other purposes authorized by Club Operator. No person is permitted on the Facilities during any times the Facilities are closed.

Club Operator may close the Facilities due to inclement weather or in the anticipation of storm events.

3.2. Advertisements and Solicitations.

(a) No person shall post or circulate commercial advertisements on the Facilities or engage in any solicitation or sales activity on or from the Facilities without the Club Operator's prior written approval.

(b) No person shall originate, solicit, circulate, or post flyers or petitions anywhere on the Facilities without the Club Operator's prior written approval.

(c) No person shall publish or distribute any roster or list of the members or contact information for members, nor use members' phone numbers, mailing addresses, or email addresses for purposes of solicitation or sales.

3.3. Personnel and Operations.

(a) No person other than the Club Operator and its designees shall supervise, give direction to, or reprimand employees. Verbal or physical abuse or harassment of employees will not be tolerated. Any employee not rendering courteous and prompt service should be reported to the Club Operator immediately.

(b) No person shall send any employee off of the Facilities for any reason, request special favors or special services from employees, without the permission of the Club Operator.

(c) Club Operator and its designees are responsible for enforcing all rules and regulations regarding the Facilities. Club Operator and its designees are authorized to issue warnings and temporarily suspend use of the Facilities, including, removal of individuals from the Facilities. Further suspension of privileges, and termination of membership, shall be in accordance with the Policies.

(d) Club Operator may issue additional rules and regulations for the day to day operations of the Facilities

3.4. Complaints.

To facilitate the proper management of the Facilities, all complaints, criticisms or suggestions of any kind relating to any operations should be in writing, signed, and addressed and delivered to the Club Operator.

4. USE OF FACILITIES

4.1. Children.

(a) Children under 14 years of age are not allowed at the Facilities unless accompanied and supervised by an adult, except as the Club Operator may expressly authorize.

(b) Any person who brings a child under the age of 19 onto the Facilities is responsible for the child's conduct and safety while using the Facilities.

4.2. Beverages and Food.

(a) Other than those provided by Club Operator, if any, barbecue grills and other cooking appliances are not permitted on the Facilities.

(b) No food or beverages are permitted in the pool or on the pool deck within five feet (5') of the pool edge.

(c) Bottles, drinking glasses, and other glass containers are not permitted in the Facilities.

(d) Each person using the Facilities is responsible for properly disposing of his or her food and beverage containers and other trash in receptacles provided for that purpose.

4.3. Attire.

(a) Street clothing, or a shirt or appropriate swimsuit coverup, and shoes (sandals or "flip flops" are acceptable) shall be worn when entering and exiting the Facilities.

(b) All persons using the pool shall wear proper swimwear (*i.e.*, swim suits made and intended to be worn while swimming). Cutoffs, denim, and bermuda shorts are not considered appropriate swim wear.

(c) Nude and topless sunbathing is not permitted on the Facilities.

4.4. Animals.

Pets (other than recognized service animals) are not permitted on the Facilities.

4.5. Property.

No person shall remove any property or furniture from the Facilities, or move furniture or other property from the area in which it belongs without the Club Operator's express permission.

4.6. Parking.

Limited parking is provided in designated parking areas, subject to availability, on a first come, first served basis. No vehicles shall be parked in areas other than designated parking spaces or in a manner which blocks entry or exit by other vehicles. Violators may be towed at the vehicle owner's expense. Parking is currently available at the entrance to the Facilities and at the facility know as Horizon Schools. Temporary parking limited to five minutes is permitted at the entrance to the Facilities for loading and unloading. Members shall obey all street parking restrictions.

4.7. Smoking.

Smoking is not permitted on the Facilities.

4.8. Fireworks.

Fireworks are not permitted on the Facilities.

4.9. Weapons.

No firearms or other weapons of any kind are permitted on the Facilities.

4.10. Entertainment.

(a) No performance by entertainers is permitted anywhere on the Facilities without the Club Operator's express permission.

(b) Radios, CD players, and other sound devices may be used at the Facilities only if used with headphones or earphones.

4.11. Lockers and Changing Rooms.

(a) Clothing and personal items shall not be left unattended in the toilet, shower or changing areas. All such items must be stored in lockers or kept with the owner when not in use.

(b) A limited number of lockers are made available on a first-come, first-served basis for day use only while present at the Facilities. Anyone desiring to use a locker must provide their own lock. No personal items shall be left in lockers when the owner leaves the Facilities. Locks left on lockers at the end of the day will be cut off and all items remaining in the locker shall be thrown away.

(c) Valuables should not be placed in lockers. The Club shall not be responsible for any loss or theft of items stored in lockers. Each person using a locker assumes all risk of loss of any items stored in the locker.

4.12. Parties.

Members desiring to sponsor parties on the Facilities must request and register their event with Club Operator at least 14 days in advance of the event and in accordance with the procedures established by Club Operator. Club Operator may establish the procedures, fees and other requirements in its sole discretion which may be changed from time to time

4.13. Liability; Assumption of Risk.

(a) Each member, authorized user, and guest shall be responsible for their own personal safety and the security of their property while using the Facilities. Each person using the Facilities acknowledges that the Facilities are accessible by unauthorized persons from adjoining areas and that the Club Operator does not guarantee or insure that such access will not occur. The Club Operator shall have no liability for any loss or injury by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

(b) Each member, authorized user, and guest, by use of the Facilities, acknowledges that the nature of the pool, showers, changing rooms, and other Facilities poses inherent dangers, including slipping, falling, and drowning, and assumes all risks associated with the use of the Facilities, whether or not inherent, and agrees to release the Club Operator and its members, officers, employees, agents, and affiliates from, and indemnify them against, any and all losses, expenses, liens, claims, demands, and causes of action of every kind and character for death, personal injury, property damage or any other liability, damages, fines, or penalties, including costs, attorneys' fees and settlements, whether or not based on the acts or omissions of the Club Operator or its employees or agents, resulting from, arising out of or in any way connected with the use of the Facilities, except to the extent that the same are the direct result of the sole negligence, gross negligence, or willful misconduct of the Club Operator, its employees, or its agents acting within the scope of their assigned duties.

(c) Each member, authorized user, and guest, by use of the Facilities:

(i) assumes sole responsibility for their personal property and acknowledges that the Club Operator shall not be responsible for any loss or damage to any personal property which any such persons may use or store on the Facilities, whether in lockers or elsewhere; and

(ii) acknowledges and understands that he or she shall be liable for any property damage or personal injury resulting from his or her conduct or actions, or the conduct or actions of the member, member's authorized users and guests.

5. POOL RULES

**USE OF THE POOL IS AT A PERSONS OWN RISK
LIFEGUARDS WILL ONLY BE ON DUTY BETWEEN 11 A.M. AND 8 P.M.
LIFEGUARDS WILL NOT MONITOR THE KIDDIE AREA OF THE POOL**

5.1. Pool Area.

- (a) Bicycles, skate boards, and play balls of any type are not permitted in the pool area.
- (b) Running and noisy or hazardous activity will not be permitted in the pool area. Pushing, dunking and dangerous games are not permitted. The throwing of balls, frisbees, wet clothing, or other things is not permitted at any time in the pool area.
- (c) Children under 14 years of age are not allowed in the pool area unless accompanied and supervised by a responsible adult who is at least 19 years of age.
- (d) All persons using the Club's pool chairs or beach chairs must cover the furniture with a beach towel before use, in order to protect the furniture from body oils, sweat, and lotions.
- (e) Persons who leave the pool area for more than 30 minutes must relinquish all lounges, chairs, and tables by removing all towels and personal belongings. Reserving chairs for persons not present at the pool is prohibited.
- (f) Lifesaving and pool cleaning equipment are to be used only for their intended purposes.
- (g) All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, trash, etc.
- (h) Changing clothes or changing diapers is not permitted in the pool area. Changing of clothes or diapers shall be done in the changing rooms.

5.2. Pool Use.

- (a) Showers are required before entering the pool to remove all oils and suntan lotions.
- (b) Swimming is permitted during hours that the Facilities are open unless otherwise posted. The pool is officially closed when a "CLOSED" sign is posted, even if other portions of the Facilities remain open and available for use.
- (c) Swimming is at the swimmer's own risk. Diving is prohibited except in designated areas.

(d) Any non-swimming children must be accompanied in the water by a person who is at least 19 years of age. All children must be properly dressed in swimming attire at all times.

Children who are not potty trained are only permitted to use the baby pool. Children who are not potty trained are required to wear water tight protective plastic pants and swim diapers under their swimsuits (or similar wear) when entering the baby pool. Children in normal diapers are not allowed in the pool.

(e) Persons with apparent or known infectious conditions, whether the same be a skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharge, or any other type of communicable disease, shall not utilize any of the pool facilities.

(f) Fishing and diving equipment, other than a mask and snorkel, are not to be used in the pool.

(g) Floating lounge chairs, tire inner tubes, air mattresses, and other large floating devices are not permitted. Lifejackets, water wings, and similar personal flotation devices designed for nonswimmers are permitted for use by nonswimmers with proper supervision by a person who is at least 19 years of age. Club Operator may restrict use of these devices at any time.

(h) Use of the baby pool shall be limited to children under five years of age.

(i) Club Operator may designated a pool lane for swimming laps.

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