

## 2023 POOL ACCESS AGREEMENT

This Pool Access Agreement (the "Agreement") is entered into between Forest North Community Improvement Association, Inc. ("Forest North" or "Association") and the homeowner or person(s) authorized to engage in this agreement on homeowner(s) behalf, including homeowner's tenant, guests, or invitees (referred to as "(Grantee)") of property identified herein whether such owner is a person, corporation, partnership, or other legal entity being granted access and/or purchasing a Pool Pass for use in relation to such facility. The Association and Grantee are sometimes collectively referred to herein as the "Parties."

This Agreement is entered into for the consideration of the representations, warranties, covenants, and agreements contained herein, and for other good and valuable consideration, including access to the Forest North Pool facility that may be conditional by Association rule by the receipt of this signed Agreement, payment in full of the 2023 annual assessment, and payment for and/or receipt of the Pool Passes, the receipt and sufficiency of which is hereby acknowledged.

The undersigned signatories to this Agreement hereby represent and warrant that they are legally authorized to sign this Agreement and other contracts on behalf of the Parties.

**HOLD HARMLESS AND INDEMNIFICATION: GRANTEE AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE ASSOCIATION, INCLUDING ASSOCIATION'S DIRECTORS, OFFICERS, AGENTS, MANAGING AGENT, EMPLOYEES, VOLUNTEERS (COLLECTIVELY REFERRED TO HEREIN AS THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING BUT NOT LIMITED TO LOSSES, COSTS, EXPENSES, ATTORNEY'S FEES AND DAMAGES OF EVERY KIND AND CHARACTER WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, INCLUDING THE NEGLIGENCE OF INDEMNITEES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT ARISING OUT OF OR IN CONNECTION WITH GRANTEE'S ACCESS TO OR USE OF FACILITIES, INCLUDING BUT NOT LIMITED TO DEATH, DROWNING, INJURY TO ANY PERSON OR GRANTEE, OR ANY OTHER CAUSES OF ACTION.**

**IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED IN THIS SECTION IS AN INDEMNITY BY GRANTEE TO INDEMNIFY AND PROTECT THE INDEMNITEES FROM THE CONSEQUENCES OF GRANTEE'S OR THE INDEMNITEE'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE CAUSE, OR A JOINT OR CONCURRING CAUSE OF THE INJURY OR DAMAGES, GRANTEE'S OBLIGATION TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE INDEMNITEES SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

Grantee acknowledges, on behalf of Grantee, that **this is a swim-at-your-own-risk facility** at all times, whether or not a lifeguard may be on duty, and assumes all risk associated with use of the Forest North swimming facility with knowledge that risks include possible injury or death due to drowning, slip and fall, or other peril. Please see the 2023 Forest North Pool Rules and Policies for additional information. Grantee hereby acknowledges that Grantee has received, has read, and fully understands the pool rules, policies and guidelines, and other restrictions and hereby accepts them and agrees to abide by them. Grantee hereby acknowledges that failure to abide by the 2023 Pool rules, Guidelines, and Policies may result in suspension of pool privileges. Grantee hereby accepts all responsibility for any family member, guests, or invitees using the pool. Further, fees for the pool passes are nonrefundable.

If any provision of this Agreement is held to be partially or completely contrary to law, and/or unenforceable, this Agreement shall be deemed to be amended to partially or completely modify such provision, or portion thereof, to the extent necessary to make it enforceable, or if necessary, this Agreement shall be deemed to be amended to delete the unenforceable provision or portion thereof. In the event any provision is deleted, the remaining provisions shall remain in full force and effect. All obligations under this Agreement shall survive the expiration or termination of this Agreement to the extent required for their full observance and performance.

### POOL ACCESS AGREEMENT ACKNOWLEDGMENT:

I, \_\_\_\_\_, Grantee of property at \_\_\_\_\_, have read and agree to the term, conditions, and covenants outlined above this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Printed Name: \_\_\_\_\_

**Forest North Community Improvement Association**

**2023 POOL RULES AND POLICIES**

**SWIM AT YOUR OWN RISK AT ALL TIMES**

**For serious injury or life-threatening emergencies CALL 9-1-1**

**1. LIFEGUARDS ARE THE ULTIMATE AUTHORITY.**

- **ALL MEMBERS** must turn in their pass upon entry. Members will be given their pass upon departure. If members violate any rules, then their pass will not be returned, and may discuss the matter with the Board of Directors.
- Do not talk to the lifeguards unless there is an emergency.
- Obey lifeguards and other supervisory personnel.
- - ONE LONG WHISTLE BLAST MEANS CLEAR THE POOL -
- Lifeguards are employed to ensure the safety of swimmers and have the authority to remove anyone disobeying the rules or endangering the safety of themselves or another person.
- Lifeguards have the authority to suspend offenders from the facility for the day; Additional violations will be turned over to the pool committee and FNCA Board. Repeat violations may result in revocation of swimming privileges for the remainder of the season.
- All members must turn in their pool passes to the lifeguards.
- **ALL SWIMMERS** must exit the water for the 10-minute safety break.

2. No glass containers or alcoholic beverages permitted.
3. No smoking in the gated pool area.
4. No diapers in the pool unless special swim diapers.
5. No food, drinks, or gum in the pool.
6. Cursing, foul, vulgar language, bullying, and/or loud music are NOT permitted.
7. No diving, running, horseplay, fighting, or any other dangerous play in the pool or pool area.
  - To include but not limited to throwing each other, pushing, dunking, getting on shoulders, splash fights, etc.
8. No toys or sports equipment (including balls) except small personal flotation devices.
9. Non-proficient swimmers (lacking strong swimming skills or those using flotation devices out of necessity) must be within reach of the supervising adult.
10. Swimmers in the water have the right of way; those entering from the diving boards, the deck, water slides, etc. must make certain no one is in front of them before entering the water.
11. No pets are permitted on pool premises; Owners of service animals requesting access to the facility must provide proof of registration for their animal.
12. No roller/in-line skates, scooters, or skateboards in the gated pool area.
13. **Proper Swimming Attire is required:**
  - Lycra and Nylon are the best non-absorbent material for swimming and are the best fabrics for proper swim attire.
  - No cotton-based clothing is allowed in the pool.
  - Cotton and similar materials can absorb the chemicals in the water, causing the water to become less effective at maintaining the proper chemical balance or may cloud the water. They can also break down in the water and cause fibers to clog the filters.
  - Street clothes can transport airborne and ultimately water born contaminants into the pool.
14. The use of cocoa butter, baby oil, and other heavy suntan oils cause filter damage and are not permitted.
15. Swimmers must stay off the lane ropes.
16. Anyone found swimming after designated swimming hours will be suspended for the remainder of the swim season and will have trespassing charges filed against them.

17. Persons will not be admitted without proper identification via pool pass.
18. Swimming with an open sore or communicable disease is prohibited.
19. Jumping off backwards or anyway that throws your head back towards the side of the pool is prohibited.
20. Flips from the side of the pool are prohibited.
21. Members must always abide by the Pool Rules.
22. Members are responsible for their children and guests at all times.
23. **All children under the age of 14 MUST always be supervised by a MEMBER adult 17 years of age or older.**
24. Forest North CIA and Blue Water Recreational Services LLC. are NOT responsible for any accident or injury, and/or lost or stolen items.
25. Removal of Forest North equipment, furniture or accessories is strictly forbidden and may result in police reporting.
26. **Guest Policy:**
  - Only 2 guests allowed per resident household.
  - Guests must leave with resident household.
  - \$5 per guest to be placed in locked box. EXACT CHANGE ONLY

**FOREST NORTH CIA AND BLUE WATER RECREATIONAL SERVICES LLC.  
RESERVES THE RIGHT TO REVOKE POOL PRIVILEGES TO ANY RESIDENT OR  
GUEST WHO HAS DELINQUENT ASSOCIATION FEES OR THAT CAUSES AN UNSAFE  
OR UNPLEASANT ENVIRONMENT AT THE POOL.**

**What do the Pool Pass Colors Mean?**

<b>Color</b>	<b>Age Range</b>	<b>Meaning</b>
Yellow	Adult age 17 and up	No restrictions
Green	Age 14-16	May swim without an adult
Orange	Age 5-13	Must have an adult present to swim