

## **Pool Rules and Regulations (Appendix A)**

**This pool will not have lifeguards at any time and is considered a  
SWIM AT YOUR OWN RISK (SAYOR) facility.**

**Any use in or around this facility will be at your own risk.**

Surveillance cameras are being recorded and not actively monitored. Video footage will be used to recognize any violations that may be subject to warning, suspension, fines, or revocation of use.

**Children under 16 must be always accompanied by an adult resident.**

- **Emergency phone is located on the wall closest to the pump room door. Please do not use this phone for any reason other than an emergency.**
- **Residents are not permitted to allow any patrons to use their access card for any reason. In doing so you will be legally and financially responsible for any injuries and or damages that may occur as a result.**
- **All adults/residents are responsible for their children's behavior.**
- **All parents are responsible for instructing their children of these rules and regulations.**
- **The Association is not responsible for any missing property or any theft**

### **PROHIBITED AT THE POOL**

- **NO SOLO SWIMMING**
- NO food or drinks in or around the pool edge.
- NO open music. To be respectful of all guests and allow for proper monitoring of swim distress sounds we ask that all music be played headphones/earbuds only.
- NO bikes, skateboards, rollerblades, scooters, Heelys, or any other transport items that have wheels with the exception of any medical related items.
- NO running, pushing, roughhousing, wrestling, dunking, or spitting of any kind will be tolerated and could result in suspension of pool use.
- NO diving of any kind is permitted
- NO drones, or unmanned aircraft systems, are allowed to be operated in, on, above, or in close proximity of the property.
- Please be mindful that this is your community pool, and abusive, offensive or foul language is not allowed.
- NO smoking, chewing tobacco or electronic smoking devices are permitted within the pool area. Please step outside of the gate to use.
- NO persons under heavy influence of alcohol or drugs are permitted to enter or use the pool facility.
- NO animals/pets are allowed at any time.
- NO alcoholic beverages are allowed to anyone under the age of 21. Please make a sure that any beverages being brought in are not in glass bottles.

### **GLASS**

- **NO GLASS OF ANY KIND IS ALLOWED IN OR AROUND THE POOL AREA .**
- If Glass is found onsite, a fine of **\$150.00** in addition to suspension of pool use will be imposed.
- A **\$5,000** fine will be imposed if glass is broken on the pool deck. Broken glass will result in a multi-day pool closure, a full sanitation as well as draining/refilling of the pool. Fee will cover all operational costs as a result of these closure fees.

## **WEATHER**

- All residents must leave the facility if there is thunder or lightening. The pool must not be in use for 30 minutes after each occurrence of lightening or thunder.
- Laurel Creek HOA and pool committee reserves the right to close the pool the pool when deemed necessary due to weather.

## **FIRST AID and SANITATION**

- Babies who are not potty trained must wear rubber swim pants, or swim diaper and rubber pants .
- Per DHEC rules, all swimmers must shower prior to pool use
- Do not swim with any open or infected wound
- First-aid kit is located under the phone against the wall closest to the pump room door.
- Any persons with skin, eye, ear, or respiratory infections as well as diarrhea, nausea, open lesions, or wounds are not permitted in the pool.

## **GENERAL RULES**

- Homeowners choosing to utilize the pool facilities are required to register on-line at <http://www.laurel-creek.com/residents/>. A copy of these Pool Facility Rules, Regulations and Policies will be maintained on the Laurel Creek website for general reference.
- The pool facility on-line registration requires identifying the names of family members, up to six, that will be granted access to the pool facilities.
- Homeowners are required to review and acknowledge these pool facility rules via the on-line registration before gate access cards are issued.
- Homeowners are required to sign in upon entering the pool facility.
- Homeowners are required to enter the pool area by using their assigned gate access card and homeowners should not enable access to other people not in possession of a gate access card.
- After using the covered patio, clean the area to the condition you found it.
- Persons using the pool grill MUST clean the pool grill after use.
- If you open an umbrella, please be sure to close it prior to leaving.
- Children with inflatable devices must be always attended by an adult.
- Due to liability, do not open gate for anyone. If a member is found opening gate for others, the matter will be immediately escalated to the HOA board for enforcement and potential expulsion.
- I agree that the Board of Directors of the Association reserves the right, at any time, and in its sole discretion, to add, change, terminate and/or cancel any provisions set forth in the Pool Rules and Regulations

## **GATE ATTENDANT**

- Per DHEC definition, a gate attendant is described as an "Attendant" who supervises or controls the entrance, exit or other activities of pool patrons. An attendant may not act as a lifeguard.
- The Gate attendant will be onsite to manage the pool entry, clean the restrooms, take out trash and lock up at the end of the evening and nothing more.

## CONDUCT

- The manager, pool committee and HOA are given full authority to enforce all swimming pool regulations as needed to maintain the safety of members and their guests. Appropriate behavior and cooperation is expected by all members and their guests.
- ANYONE not following rules while at the pool will be given warnings as follows:

o **1st Offense** verbal warning

o **2nd Offense** Out of the pool for 30 minutes or asked to leave the pool for the day

o **3rd Offense** Out of the pool for one week

Further violations could result in suspension of pool membership for remainder of season or perhaps longer depending on the severity of the offense

\*\*\*If offender is under 18, the HOA or representative will notify the parents.\*\*\*

## GUEST POLICY

- A maximum of 5 guests per visit/ per day are allowed.
- Residents must accompany their guests with no exception.
- Each household is allowed 20 guests for the season. Additional guests, above the 20-guest limit, will require permission before hand and payment of a fee.
- Pool guests are required to be registered by name through our on-line process, via the Laurel Creek neighborhood website. Once registered, the homeowner will receive a confirmation email.
- If guests are to be found in the pool area without being pre-registered and signed in, the resident may be cited with a violation.
- Adult children not living in the home are considered guests and not a member.

### Grandchildren

- Grandchildren are considered guests; however, they will not be counted as part of your guest limit.
- Grandparent must be onsite with grandchild/grandchildren.
- Grandparents are required to register their grandchildren online as well as sign in once onsite.

### Caregiver

- Caregivers are considered guests
- Caregivers are anyone who provides care for children, elderly, or someone caring for a resident with chronic illnesses or disabilities.
- Caregivers are allowed unlimited use if they are attending the pool with the resident they are caring for.
- Caregiver must be a minimum of 16 years old.
- Residents are required to register their caregiver online for each visit.
- Caregiver must sign in once arrived onsite

## CONCERNS, QUESTIONS AND COMMENTS

- If there is an immediate need onsite, please text 803.524.2938
- If you have any questions, comments, or concerns you can text 803.524.2938 or email laurelcreekswim@gmail.com

## Waiver

Defined terms under this Agreement: "Association" – shall mean Laurel Creek Homeowners Association, Inc. "Child" or "Children" shall mean and include the undersigned's child or children and all minors under his/her guardianship and/or the child or children of any guest or invitee and all minors under such guest's or invitee's guardianship. "I", "me" or "my" shall mean and refer to the undersigned Member or Lessee. "Lessee" shall mean a lessee of a Lot in the Laurel Creek subdivision. "Member" shall mean a member of the Association. "Occupant" shall mean a Member's or Lessee's child of the age of sixteen (16) years of age or older residing in the home. "Release" shall mean the Release and Waiver of Liability and Indemnity Agreement. "Responsible Persons" shall mean the undersigned's Child, Children, family, minors under his/her guardianship, guests, invitees, and each of their respective personal representatives, estate administrators, executors, executrix, heirs, and next of kin.) "Released Parties" shall mean the Laurel Creek Homeowners Association, Inc., Carolina Pool Management, LLC, and each of their respective members of the Board of Directors, officers, managers, directors, agents, employees, contractors, and representatives. "Rules" shall mean the Association Pool Rules and Regulations set forth on Appendix A attached hereto and incorporated herein by reference; and such Pool Rules and Regulations as may be supplemented, added to, changed and/or canceled, in whole or part, at any time in the sole discretion of the Board of Directors. "Pool Area" shall mean and include all of the Laurel Creek Homeowners Associations, Inc's: (i) swimming pool structures located within the Association designed to hold and/or access water to enable swimming or other leisure activities; the swimming pool water and water level; the swimming pool drains, inlets, outlets, skimmers, filters, piping, pumps and any other swimming pool part or equipment in any way related to swimming pools; the swimming pool ladders, steps and other means of swimming pool ingress, egress or regress; the swimming pool decks and patio surface areas around the swimming pools and patios; the swimming pool water treatment and chemicals (hereinafter collectively referred to as the "Pool"); (ii) the Pool fencing and all areas lying within the Pool fencing; all walkways, parking lots and any other areas appurtenant to the Pool and Pool Area or where any Pool or Pool Area related activity shall take place; "supervise" when referring to supervising children, minors or Responsible Persons in the Pool and/or Pool Area, shall be defined as "touch supervision," and shall mean being close enough to reach the child, minor or Responsible Persons at all times.

-THE LAUREL CREEK ASSOCIATION, INC. AND ALL OTHER RELEASED PARTIES SHALL NOT BE HELD LIABLE UNDER ANY CIRCUMSTANCES, WHETHER FROM NEGLIGENCE, GROSS NEGLIGENCE OR OTHERWISE, FOR ANY BODILY INJURY, SICKNESS, DISEASE, DISABILITY, DEATH, LOSS OR DAMAGE SUFFERED OR INCURRED BY ME, OR BY MY CHILD, CHILDREN, OR BY MY GUESTS AND INVITEES (OR THE CHILD OR CHILDREN OF MY GUESTS OR INVITEES), DIRECTLY OR INDIRECTLY, AS A RESULT OF ANY ACCESS OR USE OF THE LAUREL CREEK HOMEOWNERS ASSOCIATION, INC. POOL OR POOL AREA OR PREMISES OR FACILITIES, AND I HEREBY EXPRESSLY NOW AND FOREVER, FULLY AND FINALLY WAIVE, RELEASE AND DISCHARGE THE LAUREL CREEK HOMEOWNERS ASSOCIATION, INC. AND ALL OF THE OTHER RELEASED PARTIES, ON BEHALF OF MYSELF AND MY RESPONSIBLE PERSONS, FROM ALL PAST, PRESENT AND FUTURE ACTIONS, CAUSES OF ACTION, SUITS, DAMAGES, JUDGMENTS, CLAIMS AND DEMANDS OF ANY KIND WHATSOEVER, IN LAW OR IN EQUITY (COLLECTIVELY "CLAIMS"), WHICH I OR ANY OF MY RESPONSIBLE PERSONS MAY HAVE AGAINST THE LAUREL CREEK HOMEOWNERS ASSOCIATION, INC. AND/OR ANY RELEASED PARTY FOR DAMAGES TO MY PERSON OR PROPERTY OR TO THE PERSON OR PROPERTY OF MY CHILDREN, MINORS UNDER MY GUARDIANSHIP, MY FAMILY, GUESTS AND INVITEES, AND EACH OF THEIR RESPECTIVE PERSONAL REPRESENTATIVES, ESTATE ADMINISTRATORS, EXECUTORS, EXECUTRIX, HEIRS, AND NEXT OF KIN, RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THE ACCESS OR USE OF THE LAUREL CREEK HOMEOWNERS ASSOCIATION, INC.'S POOL OR POOL AREA OR PREMISES OR FACILITIES OR RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, I HEREBY AGREE TO REFRAIN FROM, AND TO CAUSE MY CHILDREN, MINORS UNDER MY GUARDIANSHIP, MY FAMILY, GUESTS, AND INVITEES, AND EACH OF THEIR RESPECTIVE PERSONAL REPRESENTATIVES, ESTATE ADMINISTRATORS, EXECUTORS, EXECUTRIX, HEIRS, AND NEXT OF KIN TO REFRAIN FROM, DIRECTLY OR INDIRECTLY, SUING ON OR MAKING ANY CLAIM AGAINST THE LAUREL CREEK HOMEOWNERS ASSOCIATION, INC. AND AGAINST ALL OTHER RELEASED PARTIES FOR ANY MATTER RELEASED HEREBY.

- I AGREE THAT ANY DAMAGES TO THE POOL AND/OR POOL AREA, AND ANY DAMAGES TO ANY ASSOCIATION PERSONAL PROPERTY IN THE PATIO AREA, CLUBHOUSE OR ANYWHERE ON THE ASSOCIATION'S PREMISES AND FACILITY, AND ANY DAMAGES TO ANY ASSOCIATION PROPERTY AND I AGREE TO PAY THE ASSOCIATION FOR THE COSTS AND DAMAGES CAUSED BY ME, MY CHILD AND/OR CHILDREN, MY GUESTS AND INVITEES (AND THE CHILD AND/OR CHILDREN OF MY GUESTS OR INVITEES). I FURTHER UNDERSTAND AND AGREE THAT I WILL BE HELD LIABLE FOR LEGAL FEES INCURRED BY LAUREL CREEK HOMEOWNERS ASSOCIATION, INC. FOR ANY PROCEEDING OR ACTION BROUGHT UNDER OR IN RELATION TO THIS AGREEMENT OR THE ACCESS OR USE OF THE POOL OR POOL AREA OR IN CONNECTION WITH THE POOL OR POOL AREA PREMISES OR FACILITY CAUSED BY ME, MY CHILD AND/OR CHILDREN, MY GUESTS AND INVITEES (AND THE CHILD AND/OR CHILDREN OF MY GUESTS OR INVITEES).

