

# SUPPLEMENTAL POOL RULES / REGULATIONS

JUNE 2020

In response to the current COVID-19 Pandemic, and additional safety measures to encourage social distancing and reduce the transfer of the virus, the following SUPPLEMENTAL POOL RULES have been adopted by the HOA Board. These SUPPLEMENTAL POOL RULES are adopted in addition to the standard pool rules for the community. **ANY VIOLATION OF THE SUPPLEMENTAL POOL RULES WILL RESULT IN AN AUTOMATIC VIOLATION AND LOSS OF POOL PRIVILEGES FOR THE REMAINDER OF THE 2020 POOL SEASON.** The community pool is not staffed, therefore it is the individual homeowner's responsibility and duty to self-enforce these safety measures, for the protection of all homeowners in the community. **USE OF THE POOL FACILITY IS AT YOUR OWN RISK.**

## SUPPLEMENTAL POOL RULES:

1. If you show any symptoms of COVID-19, have tested positive for COVID-19, or were exposed to someone with COVID-19 within the last 14 days, you are prohibited from using the pool facility.
2. Only **RESIDENTS** of the community are permitted to use the pool facility. Guests, as defined as anyone who is not a full-time resident within the community, are strictly prohibited.
3. THE POOL FACILITY IS LIMITED TO A MAXIMUM OF 50 USERS AT ALL TIMES. If the pool facility is at capacity, you must wait to enter the facility until someone leaves, allowing you to enter to stay under the maximum capacity.
4. Persons not living in the same household should stay at least 6 feet apart. This includes when recreational swimming and lounging on the pool deck.
5. Cloth Face Coverings are encouraged when on the pool deck.
6. Users of the pool facility are required to disinfect common touched surfaces, to include the gate handle, bathrooms, pool handrails, etc. Hourly disinfection services are NOT being provided, therefore it is the pool user's responsibility to disinfect the common touched surfaces.
7. Pool furniture (Tables, Chairs, Lounges, Etc.) are not being provided to reduce the commonly used surfaces. Users of the pool facility are responsible to bring their own supplies/chairs, and they must be removed when they leave. **ANY ITEMS LEFT AT THE POOL FACILITY WILL BE DISPOSED OF.**
8. Users of the pool facility are required to sign/return the 2020 POOL USE WAIVER OF LIABILITY, before receiving access to the pool facility. A copy of the 2020 POOL USE WAIVER OF LIABILITY must be with the user any time they are at the pool.
9. ALL USERS MUST USE THEIR POOL FOB TO ENTER THE POOL. If the user's pool fob does not function, this is an indication that the user has not submitted the 2020 POOL USE WAIVER OF LIABILITY and should not be allowed use of the pool facility. Anyone who circumvents this safety precaution, and opens the gate for another user is subject to LOSS OF POOL PRIVILEGES.

**2020 POOL USE WAIVER OF LIABILITY  
Relating to Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

**The Homeowners Association cannot prevent you [or your child(ren)] from becoming exposed to, contracting, or spreading COVID-19 while utilizing community services, facilities, or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize the Homeowners Association's services and/or enter onto community facilities you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.**

**ASSUMPTION OF RISK:** I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize the Homeowner Association services and enter the Homeowner Association's facilities/premises. These services are of such value to me [and/or to my children,] that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize Homeowner Association's services, facilities and premises in person.

**WAIVER OF LAWSUIT/LIABILITY:** I hereby forever release and waive my right to bring suit against the Homeowners Association and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing the Homeowners Association's services, facilities and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

**CHOICE OF LAW:** I understand and agree that the law of the State of Colorado will apply to this contract.

**I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:**

PROPERTY ADDRESS: \_\_\_\_\_

Signature(s)

\_\_\_\_\_  
HOMEOWNER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
HOMEOWNER

\_\_\_\_\_  
DATE

**And as parent/guardian of the following minor children:**

NAME:

Date of Birth

NAME:

Date of Birth

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