

**POOL RULES AND REGULATIONS**  
**OF**  
**THE BRANDYWINE BAY ASSOCIATION, INC.**  
**REVISED APRIL 2025**

The Brandywine Bay Association swimming pool is for the use of Brandywine Bay Sound Side owners in good standing, as well as their guests. The intent is to provide a family friendly environment. Local guest visits should be limited to three (3) per season. Any member with dues in arrears, or who willfully disregards the **Pool Rules and Regulations**, is not a member in good standing and will not be allowed to use the pool.

Absolutely no one shall use the pool premises outside normal hours.

Pool Hours: Open daily from May 1<sup>st</sup> through October 31<sup>st</sup> from 8:00 AM to 9:00 PM.

Adults Only Hours: Monday through Friday only, 8:00 AM to 10:00 AM.

Note: The pool area is equipped with a video monitoring system.

The **Pool Rules and Regulations** are for the safety and enjoyment of all members.

1. There is **no lifeguard**. **Swim at your own risk**. Swimming alone is discouraged.
2. Children **under 14 must be accompanied** by an adult (18 years or older).
3. No running.
4. No diving.
5. No bicycles, skateboards, ball playing or use of objects which may be dangerous to others allowed.
6. No pets allowed in the pool/fenced area.
7. No children in diapers allowed in the pool.
8. No person with skin, ear, or nasal infections allowed in the pool.
9. No person with communicable disease allowed in the pool.
10. No throwing or pushing any person into the pool.
11. No glass objects allowed in the pool area.
12. Do not pull, stand or sit on, or unhook safety rope.
13. Do not break or remove any property from the pool area. No deck furniture allowed in the pool as it can damage the furniture and pool liner. The member will be responsible if they or their guest(s) damage the pool or pool property, and such event could result in the loss of pool privileges for that member(s).
14. **No alcohol** or illegal drugs will be allowed in the pool area. No person under the influence of alcohol or drugs is allowed in the pool area. No profanity in the pool area. Smoking is not permitted in the pool area.
15. Any food brought into the pool area must be prepared offsite.
16. Music or sound from electronic devices is discouraged, but if used, the volume must be kept low.
17. If suntan oil is used, a beach towel must be used to cover pool furniture.
18. Swimmers must shower before entering the pool.
19. Appropriate swimming attire must be worn in pool areas.

20. Pneumatic floats or similar paraphernalia will be permitted in the pool area only when the pool is not crowded. Swimming aids are permissible at all times.
  21. Clean your area before leaving pool area, depositing all waste in designated receptacles.
  22. Parents – Please be sure you attend to and clean up after your children.
  23. Small children should be accompanied to the restroom by a parent or guardian.
  24. There will be no swimming in the pool during electrical storms.
  25. At all times, the outside gate to the pool must be closed and latched.
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### REQUESTS TO HOLD POOL FUNCTIONS

Brandywine Bay Sound Side owners in good standing may request to schedule a pool function with eight (8) or more guests by submitting a **Pool Usage and Indemnity Agreement** with the Pool Function Chair of the Brandywine Bay Association Board of Directors. The required form is on page 3.

1. All requests must be received by the Pool Function Chair at least two (2) weeks in advance of the proposed date.
2. While not prohibited, holidays and holiday weekends should be avoided due to the increased use of the pool area, which could potentially intrude on the enjoyment of the function or normal pool users.
3. Due to the size of the pool, available parking, and a desire to enhance usage and enjoyment of the pool for everyone, all functions must be limited to no more than fifty (50) individuals, with a maximum time of 4 hours.
4. There must be one (1) adult (over the age of 18) for every three (3) children (under the age of 18).
5. Only one function will be scheduled at any given time, and priorities will be determined by receipt of the **Pool Usage and Indemnity Agreement** by the Pool Function Chair.
6. Any member whose dues are in arrears, or who willfully disregards the **Pool Rules and Regulations**, is not a member in good standing and will not be allowed to use the pool.
7. The function host is responsible for ensuring that all guests follow ALL **Pool Rules and Regulations** and that their guests do not create hazards or undue interference with other users of the pool.
8. The function host is responsible for the collection and removal of all trash generated by the function.

## POOL USAGE AND INDEMNITY AGREEMENT

I, \_\_\_\_\_, (hereinafter "the Undersigned") desire to conduct a function at the swimming pool facility at Brandywine Bay during the normal operating hours of 8:00 a.m. to 9:00 p.m., not to include 8am to 10am Monday thru Friday; and

The Brandywine Bay Association (hereinafter "BBA") is the owner and manager of the swimming pool facility at Brandywine Bay; and

In consideration of being given permission to use the pool facility, the Undersigned does hereby agree to indemnify and hold harmless BBA as provided herein.

Therefore, in consideration of being allowed to utilize the pool facilities at Brandywine Bay, the Undersigned agrees that the Undersigned shall have the sole responsibility for the conduct of the function to be held on \_\_\_\_\_ (date) from \_\_\_\_\_ to \_\_\_\_\_.

The Undersigned acknowledges that the function shall be conducted in accord with the rules and regulations for the use of the swimming pool area, which are attached to this request, established by the BBA. The Undersigned agrees that the function will be conducted in such a manner that the other members and guests of the community may utilize and enjoy the swimming pool. The Undersigned understands and will ensure that there will be one (1) adult for every three (3) children attending the event. Pursuant to the rules and regulations, the Undersigned acknowledges that no loud music shall be played at the function. Additionally, the Undersigned acknowledges responsibility for the collection and removal of all trash generated by the function.

BBA understands and agrees that it is responsible for the physical condition of the facility and will bear any responsibility or liability arising from the physical condition of the facility at the time when the function begins.

The Undersigned acknowledges responsibility and liability for any violation of the rules and regulations governing the use of the pool and for hazards created by the Undersigned's guest(s) during the function. The Undersigned agrees to indemnify and hold harmless BBA, its members, officers, directors, and agents from any and all claims arising from the function. This indemnity and hold harmless agreement include the Undersigned's liability to BBA for any reasonable attorney fees incurred by BBA in defending itself from any and all such claims.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The Undersigned

\_\_\_\_\_

Printed Name

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