

# Conditions & Regulations of Membership

## Membership

1. Membership in the Padonia Park Club (hereinafter referred to as "Padonia" or "the Club") becomes valid and effective only after a signed & completed application is approved by management, together with proof of residency for persons 18 & over, proof of age if under 3 years of age or 62 & over as of April 30, payment in full is made and a current high resolution digital picture of each person listed on the membership are submitted online or to the Club Office.
2. Pool use is permitted only when a Padonia Lifeguard is on duty.
3. All PADONIA offerings, hours and services are subject to change without notice, cancelation, and limited or no availability due to renovations, refurbishment, capacity, attendance, seasonal operation, inclement weather, act of God, government restrictions, special events, safety, or any other reason at management's sole discretion without liability to the companies, subsidiaries, affiliates or owners of PADONIA. Membership may be canceled or denied for any reason. No Refunds will be given.
4. All Members and their guests agree to abide by these Rules and Regulations as well as any additional rules, policies, or updates to rules and policies that are posted by Padonia including but not limited to those listed on PADONIA.com and JoinPADONIA.com, and enforced by the Management and its staff from time to time. Members and guests understand and agree to accept any penalties for infractions of these Rules and Regulations, including termination or suspension of Membership or access to the Club. All Members, Parents, and Authorized Adults (as defined herein) are responsible for the safety & rule enforcement of themselves, their family members, and guests. Penalties for unsafe conduct, destruction of property, littering, unpaid or unregistered guests, and flagrant disregard or abuse of any of these Rules and Regulations will be imposed by Management in its sole discretion.

## Guests

1. All guests must be identified, pre-registered, paid for, and accompanied by the hosting member at all times. Members are responsible for making their guests aware of all Rules & Regulations. Non-members may not be a guest more than 5 times per season, regardless of the hosting Member. If the Main Entrance is closed, the hosting Member and/or guests must register and pay at the Padonia Office. No refunds will be given for any reason. Members may request to have guests, however guests may be restricted for any reason including capacity, etc.
2. Members desiring to hold an event for 10+ guests at one time must obtain written authorization from Padonia Management at least 2 weeks prior to the event, prepay any applicable fee and submit a completed "Guest List Form" along with any other required forms as determined by Management in its discretion. Groups of 36 or more must secure a contract including catering with Special Events & Catering with Padonia. Multiple groups acting as one will be counted and treated as one group. Padonia Management has final say on definition of "one group." Other restrictions apply. Contact PADONIA Special Events & Catering for details.
3. If any Member wants to reserve a designated location or grill, reservations are on a first-come, first served basis, and must be registered and approved not less than 2 weeks in advance of the requested date, together with payment of the applicable non-refundable site fee.

## Safety

1. For safety purposes, the following is prohibited at all times: rowdiness, roughhousing, dives other than off diving boards, running, ball throwing (other than air inflated balls), water balloons, recreational devices with wheels, mermaid tails. Water guns are not allowed in common areas, including pools.
2. Radios & similar devices must be kept at low volume or used with earphones. Commercial and/or inappropriate photography or videography, including audio recording, is strictly prohibited.
3. The log roller has a 175 lb./person weight limit. No more than 2 people may be on the log roller at any time, and it can only be used in specifically designated areas.
4. Appropriate swim attire is required at all times, as determined in the sole discretion of Management (i.e. No thongs, street clothes, no visible undergarments). Wet attire is not allowed indoors. Shoes are required in all indoor facilities.
5. All swimmers must shower directly prior to entering pools.
6. Pursuant to applicable health department code regulations, no food of any kind may be brought onto any of the pool decks.
7. The following is not permitted in common or pool areas: diaper changing, persons with active, or indications of, infectious or contagious illnesses or lesions; and any person eliminating any bodily wastes.
8. Prohibited items include but are not limited to: pets, glass, firearms, ammunition, knives and weapons of any kind. Objects or toys that appear to be firearms or weapons. Fireworks or similarly explosive and/or flammable objects, smoke or fog machines. Horns, whistles, megaphones or artificial noise makers. Recreational devices such as drones, remote-control toys, skateboards, scooters, inline skates or shoes with built-in wheels. Bicycles must be stored and locked in designated area.
9. Feeding, petting, touching, harassing or harming wildlife, including birds, is prohibited.

## General

1. PADONIA has the right to do health screenings while visiting the Club including but not limited to temperature checks. Everyone coming on the property must check their temperature prior to arrival. Body temperature may not be over 100.4 degrees. Members and guests must acknowledge and consent to temperature checks that may be done at the discretion of PADONIA.
2. Face Coverings: Based on guidance from health authorities, face coverings are required for everyone ages 2 and over. Please bring your own face covering and wear it at all times, except when swimming, during approved physically distanced sporting activities or dining. Masks are required while lounging or walking on all decks. You may remove your face covering while actively eating or drinking, but you must be seated and maintain appropriate physical distancing. Please keep at least 12 feet away from anyone not wearing a mask. Please ask for guidance.
3. a. All face coverings (whether disposable or reusable) must:
  - i. Be made with at least 2 layers of breathable material
  - ii. Fully cover the nose and mouth and secure under the chin
  - iii. Fit snugly but comfortably against the side of the face
  - iv. Be secured with ties or ear loops and allow the person to remain hands-freeb. Neck gaiters, open-chin triangle bandanas and face coverings containing valves, mesh material or holes of any kind are not acceptable face coverings.
  - a. The use of face coverings is not a substitute for physical distancing.
  - b. You must provide your own disposable or reusable face covering. All of your masks and face coverings must be taken with you each day when you leave the PADONIA property, even if the mask is a disposable mask.
3. Those at high risk of COVID-19 or any other contagious illness need to take additional precautions. Any high-risk person is responsible for their own additional precautions.
4. Those displaying symptoms of COVID-19 or any other contagious illness will not be permitted to enter the property. Anyone who has been around someone exhibiting any symptoms of COVID-19, may have been exposed or has been asked to self-quarantine in the past 14 days, may not enter the PADONIA property. Please follow CDC guidelines for COVID-19 and all other contagious illnesses.
5. Use proper hygiene including covering your mouth when coughing or sneezing, regular handwashing and showering before entering the pool
6. Lounge chairs must be covered with your own, clean towel before being used
7. We have taken enhanced health and safety measures. You and your guests must follow all regulations and instructions while visiting PADONIA. An inherent risk of exposure to COVID-19 or other contagious illnesses exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and those with underlying medical conditions are especially vulnerable. Despite the precautions PADONIA undertakes for the protection of its members, guests, customers, staff, and the community, there is no guaranty that PADONIA can prevent the transmission of the virus. In order to protect the health and safety of the entire PADONIA community, anyone failing to follow these critical requirements will be instructed to leave PADONIA property and their membership will be terminated immediately, with no refund. By visiting PADONIA you voluntarily assume all risks related to exposure to COVID-19 or other contagious illnesses. In the event that PADONIA is forced to close or limit/change offerings as a result of COVID-19 or any other contagious illnesses, no refunds or credits or other forms of compensation will be provided.
8. Vehicles must be parked only in areas designated for parking. Handicap parking requires a visible & valid permit. Vehicles parked in violation of this rule will be towed at the owner's expense.
9. Theft, vandalism or other willful destruction of property will result in prosecution.
10. Profanity or engaging in unsafe, illegal, disruptive, discourteous, uncivil or offensive behavior, including public intoxication, verbal or physically abusive behavior and/or nudity, are strictly prohibited. Violation of this provision may result in immediate termination of membership, and/or refusal of membership in the future.
11. All persons, bags, parcels & other items are subject to screening/security checks. We reserve the right to restrict any item from being brought onto the property & handle unattended items as deemed appropriate.
12. Bags, coolers or backpacks, with or without wheels, larger than 24" long x 15" wide x 18" high are not allowed on property.
13. Reserving or moving furniture is not permitted.
14. Fishing rods & equipment are only permitted at designated area of the lake or personal vehicles.
15. No throwing objects into the lake. No barbed hooks. No fishing within 35 feet of Gazebo  
DANGER: Snakes, snapping turtles and other wildlife in area.
16. Pursuant to Maryland state and local laws, no possession or use of alcoholic beverages by minors will be tolerated. The possession and/or use of illegal drugs by anyone at any time is strictly prohibited.
17. Alcoholic beverages may not be brought onto or removed from the Padonia property.
18. Padonia reserves the right to refuse service of alcohol to any person at any time.
19. Commercially prepared food, outside caterers, restaurants, carry out and/or food deliveries are not permitted. Unauthorized solicitations of any kind, whether commercial, religious, educational or otherwise, or conducting any unauthorized commercial activities, including solicitations of money or other contributions or donations is prohibited.
20. Personal beverage containers must be empty upon entry. Retail drinks must be sealed and unopened.
21. Smoking of tobacco, cigars, pipes, e-cigarettes, or other products that produce a vapor or smoke are only permitted in designated area.
22. All children under two (2) years of age or who are not yet toilet-trained must wear specially designed & approved swimming diapers & plastic waterproof pants when entering Baby, Children's, Splash Pad or Main Pool. Children who are not yet toilet trained may not use the Olympia Pool or Barrett Pool.
23. Use of the Splash Pad is reserved for children ages 6 & younger.
24. Children who require flotation devices require a parent or Authorized Adult present on the deck and within three (3) feet at all times.
25. Wooded areas require approved authorized use through management. Members must remain in Main Pool & Club Terrace area after dusk. All areas including sport fields and courts require adult supervision.
26. In general, pools will be closed when the temperature is below 60 degrees Fahrenheit.
27. If there is thunder or lightning at or after 7:00pm, the Club will close for the evening.
28. We reserve the right to deny admission, or to require a person already admitted to leave Padonia without refund, liability or compensation for any reason.
29. Padonia and the member and/or guest hereby agree that in the event of any disputes arising directly or indirectly from the terms of this contract, and/or out of the transaction between Padonia and the member and/or guest before, during, or after the membership term described herein, the amount of which equals or exceeds the sum of Five Thousand Dollars (\$5,000.00), the parties shall first negotiate a resolution in good faith for a period of not less than 30 days before either side can commence any proceeding against the other party. At Padonia's sole option, the matter may either (a) be litigated in the Circuit Court for Baltimore County (or the District Court for Baltimore County if the amount in dispute is less than \$30,000), or (b) be submitted to binding arbitration. In the event Padonia elects to submit any dispute to arbitration, the parties will select an arbitrator, mutually agreeable to each party. In the event the parties cannot agree upon an arbitrator, an arbitrator will be assigned by an attorney-at-law whose principal office is located in Baltimore County, Maryland chosen at random, who has no present or past affiliation with either of the parties, and whose services will be paid equally by the parties. The rules of any arbitration shall be consistent with those rules established by the American Arbitration Association.
30. Parents and Legal Guardians are responsible for supervising their children under the age of 18 at all times. Children under 17 years of age must be accompanied by a responsible and authorized adult at all time while on Padonia property. For Padonia's purposes, an authorized adult is a parent, guardian, grandparent, nanny, babysitter or au pair age 18+ ("Authorized Adult"). Authorized Adults must have a valid driver's license, and a vehicle on the Padonia property.
31. Members and their guests agree to be responsible for the cost of all expenses including medical expenses incurred for injuries sustained and other health emergencies while using the facilities of Padonia. Members assume sole responsibility for any first aid treatment sought and received from Padonia and/or emergency personnel including, but not limited to, allergic reaction to first aid remedies rendered. Members shall be solely responsible for bringing all necessary and properly prescribed medicine and treatments with them that may be required while on Padonia premises.
32. Members and guests shall be responsible for all personal items at all times. Padonia shall not be responsible for lost, stolen or damaged personal items.
33. Members & guests agree to permit use of photographs or video taken on Padonia property by Padonia staff or their agents for promotional use.
34. Rules & Regulations are subject to change at any time without notice.