



The Gates Community Association, Inc.
1515 Habersham Gate Dr, Cumming, GA 30041

Gates Community Association

Swimming Pool Use Rules

Revised May 2011

The Gates Swimming Pool Use Rules
(PRIVATE MEMBERSHIP ONLY)

1. Admission to the pool is contingent on the homeowners having previously signed The Gates Pool Use Agreement and is available only to Gates residents in good standing and their guests.
2. The pool hours are from 7:00 AM to 11:00 PM daily during the season unless otherwise posted or ordered by the lifeguard or Board member or Pool Committee member due to weather conditions. In the event thunder and/or lightning can be seen or heard from the pool area all swimmers must exit the water immediately including the shallow areas. No one may re-enter the water until a 15 minute period has passed without a recurrence of thunder or lightning. All members present are responsible for insuring children exit the water completely and immediately and time the safe waiting period.
3. Solo swimming is not allowed at any time regardless of age.
4. The last pool user of the day is responsible for securing all gates and washrooms.
5. An adult member must accompany guests at all times. The number of guests per family is limited to four (4) at any given time unless the Board of Directors has approved previous arrangements.
6. Gates residents who are suspended due to late payment of dues may not be considered as pool guests and are denied pool use under all circumstances.
7. All rules have been designed with safety as the overriding concern. If a lifeguard is on duty, the lifeguard is the final determinant of these rules and their interpretation. If no lifeguard is on duty, any member of the HOA Board or Pool Committee has both the authority and the responsibility to enforce these rules. Disrespect or disobeying the commands of anyone in authority may result in temporary suspension of a member's privileges and/or removal from the pool facility.
8. No children under the age of twelve (12) are permitted in the pool or facility at any time unless accompanied by a responsible adult member age eighteen (18) or over.
9. All parents are responsible for familiarizing their children with the rules. Each parent is responsible for his or her child's behavior at all times. If a child under the age of eighteen (18), who is accompanied by an adult other than their parents, is expelled from the pool by any authority figure as described above, he/she is to remain in the care of said authority figure at the pool while the child's home or another pre-designated number is called. The child's parents are responsible for picking up the suspended child to ensure they get home safely. If the authority

figure cannot contact a responsible adult member by following the above procedure, the child's privilege to be admitted to the pool without adult supervision may be revoked.

10. Due to concerns for safety, all running, pushing, jumping in on others, climbing on the lifeguard stand, flips, backward jumps, dunking, holding others under water, or piggyback games are prohibited. The lifeguard or other authority figure as described above may temporarily suspend a member's usage or remove them from the facility for repeated or serious disregard for these safety precautions. Jumping onto any pool toy, raft or other floatation device is strictly prohibited.
11. No one is permitted to sit, stand, hang on, or remove the ropes or buoys that separate the deep end from the shallow end and the shallow end from the wading area. Members or their children who damage these ropes shall incur the costs associated with their repair and/or replacement.
12. Diving is restricted to the deep end (greater than five foot of water).
13. Single person air mattresses, swim fins, floats, facemasks, and other reasonably sized devices are permitted at the discretion of the authorities. Flotation devices used in the deep end are restricted to adults and children who can swim without the aid of said devices, or are closely accompanied by an adult. (Large auto inner tubes are not allowed).
14. No child should be permitted in the deep end unless he/she can demonstrate their ability upon request to swim one width of the pool, in good form, and tread water for at least thirty (30) seconds. Children closely accompanied by an adult may be exempted from this rule at the discretion of the lifeguard or other authority.
15. Food must be consumed at the tables and chairs around the pool periphery and is not allowed in the immediate pool area.
16. All glass bottles and any other type of breakable container including chinaware are not allowed in the pool/picnic area.
17. Smokers are responsible for their own cigarette, cigar, chewing tobacco and pipe disposal and are requested to respect the rights of non-smokers not to be subjected to second hand smoke if requested.
18. All chewing gum and other like substances are prohibited from the pool area.
19. Everyone is responsible for removing all of their own trash and must place trash in the proper receptacles, which have been provided. Toys, Towels, swim goggles etc must be removed from the pool and pool area. If left in the area they may be subject to disposal.

20. Alcohol in non-glass containers is allowed. No one under the age of twenty-one (21) may consume alcohol and upon request proof of age must be supplied.
21. No swimmer, adult or child will be permitted in the pool during the vacuuming or cleaning of the pool.
22. Organized games such as volleyball are permitted providing they are open to all members and conform to standard rules of safety and common courtesy. Volleyball is not restricted to any specific day unless previously restricted by the HOA Board of Directors. Adults only may set up the volleyball net to ensure it is safely anchored. Adult players are also responsible for taking down the equipment and its storage. If adults are playing, children under the age of 18 can play with the permission of their parent(s) and will hold harmless any member, the HOA, and the Board of Directors for any injury. Adult games must not capitalize on the shallow end of the pool for more than three consecutive games with an equitable division of time for open use of the shallow end.
23. The Board of Directors or their designees (Lifeguard, Pool Committee) have the authority, when deemed necessary to expel anyone at anytime for misbehavior, foul language, or apparent intoxication. Those individuals may not return to the pool area until the following day. The Board of Directors may impose a longer suspension for repeated incidences.
24. Dogs and other pets, bicycles, skateboards, rollerblades or other vehicles are not permitted in the pool enclosure.
25. No one will be allowed to swim with open or infected wounds.
26. Babies in diapers must wear rubber pants, swim suits or appropriate swim diapers.
27. Cut-offs and other improper swimwear (i.e. thongs) are not allowed in the pool enclosure.
28. Residents may request the non-exclusive use of the pool for a maximum of three (3) hours for a special function during normal weekdays only. All such requests must be approved in writing by the Board of Directors two (2) weeks in advance of the event. A refundable security deposit of \$50.00 must accompany the request. Only one (1) party, with a maximum of twenty (20) children and adults, can be scheduled for any given day. If five (5) or more of the attending guests are not residents of The Gates, then the member hosting the function will be responsible for obtaining and paying for the services of an additional certified lifeguard who shall be present at the pool, full time, during the function. The lifeguard shall be chosen from a list of approved lifeguards maintained by the company that maintains the pool.

29. Every precaution will be taken for the health and safety of those using the facility; however, The Gates Community Association and their Board of Directors assume no responsibility. Members and their guests or anyone entering the property can have no claim against The Gates Community Association, Board of Directors or individual members. The Gates Community Association is not responsible for the loss or damage to personal property of any kind.
30. Subjects not expressly covered by the above rules will be managed by the lifeguard on duty or by the Board or Pool Committee.
31. Failure by the Pool Committee, the lifeguard or the Board of Directors to enforce any of the above requirements shall not be deemed a waiver of the right to enforce the same requirement at any time in the future.
32. Residents are entitled to seek clarification of any/all rules from the appropriate parties. The Pool Committee Chairperson or the Vice President of Operations is available to explain any of the procedures. To file a formal written complaint please write to: The Gates Community Association, Inc, 1515 Habersham Gate Drive, Cumming, GA 30041.

THE GATES POOL USE AGREEMENT

In consideration for The Gates Homeowners Association allowing the non-exclusive use of the pool and related recreational facilities located in The Gates subdivision (hereinafter "Pool"). I, the undersigned, agree as follows:

- 1. I have carefully read and understand the Pool Rules and Regulations.
- 2. I assume all responsibility, risks, liabilities and hazards incident to my use of the Pool and hereby release and forever discharge The Gates Homeowners Association and their officers, directors, and employees, agents and members, past present and future, from any and all claims, costs, causes of action and liability for personal injury or death and damage to or destruction of property arising from my use of the pool, whether or not resulting from the negligence of any of the foregoing.
- 3. I agree to indemnify and hold harmless The Association and their officers, directors and employees, agents and members, past, present and future, from any and all claims, costs, causes of action and liability (including but no limited to attorney's fees) resulting from negligence or otherwise for an injury, to any person or property, suffered by me, my family members, employees, agents, guests, invitees or any member of the Association or any other person which arise from or are in any way related to my use of the pool.
- 4. I assume all responsibility for the actions and behavior of all persons present at the Pool at my request or invitation or as a result of this Agreement and agree to be personally responsible for causing all such persons to comply with the rules and regulations concerning the Pool use.
- 5. I have carefully read and understand this Agreement and agree to be bound by its terms.

Signature

Name (please print)

Signature

Name (please print)

Date Signed

Address

Home Telephone Number