

THE MERE POOL & GYM

FACILITIES RULES

Effective Date 1/1/2024

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FACILITIES RULES

*Tiny South, LLC., a Georgia limited liability company ("**Club Operator**"), has established the following rules ("**Rules**") to govern the use of the facilities known as The Mere Pool & Gym ("**Facilities**") and to promote the health, safety, and enjoyment of all persons using the Facilities. The Club Operator may, in its sole discretion, amend these Rules from time to time. These Rules shall apply to all persons using the Facilities, whether a member, authorized user, or guest. Capitalized terms used in these Rules shall be defined as set forth in The Mere Pool Membership Policies ("**Policies**"). The Club Operator's managing member, operations manager, or other appointed representative shall be the representative of the Club Operator for purposes of implementing and enforcing these Rules.*

1. MEMBERSHIP ADMINISTRATION

1.1. Access or Identification.

The Club Operator may issue access or identification cards, keys, or codes to each member and authorized user of the Facilities and may require such cards to be carried while using the Facilities. Such cards, if issued, may be used only by the person to whom it is issued. If the card is lost or stolen, the member should notify the Club Operator immediately. The Club Operator may charge a card replacement fee to cover its cost in replacing a lost or stolen card.

1.2. Notices.

Each member shall give the Club Operator written notice of the member's address, email, and phone number for the purpose of receiving communications.

2. GUEST POLICIES

2.1. Guest Registration and Fees.

Members are responsible for registering their guests, obtaining guest passes (if applicable), and paying applicable guest fees prior to allowing their guests to use the Facilities. All guests are subject to the Waiver and Release of Liability. The sponsoring member shall be responsible for paying guest fees in such amount as the Club Operator may establish from time to time, which fees may vary according to the type of guest pass issued.

2.2. Day Guests.

(a) A member may sponsor a maximum of six (6) day guests for use of the Facilities at a time, unless otherwise approved by the Club Operator. The Club Operator may limit the number of day guests a member may sponsor during specific time periods and periods of high use of the Facilities. The Club Operator reserves the right to limit the number of days in any membership year that a member may sponsor day guests and the number of time that any person may use the Facilities as a day guest.

(b) The Club Operator reserves the right to limit the number of day guest passes which it issues during busy periods and peak hours of use.

2.3. Identification.

Guests shall carry their guest passes (if applicable) at all times when using the Facilities. The Club Operator reserves the right to request picture identification from guests at any time while on the Facilities.

2.4. Conduct.

All guests are expected to comply with these Rules and all other policies established by the Club Operator. Any guest who, in the reasonable determination of the Club Operator, is not in compliance, or whose conduct is disruptive, abusive, or otherwise inconsistent with the standard of conduct expected from members, may be asked to surrender his or her guest pass and leave the Facilities. The sponsoring member shall be responsible for the conduct of his or her guests while on the Facilities.

3. GENERAL CLUB POLICIES

3.1. Hours of Operation.

Unless otherwise determined by Club operator in its sole discretion, the Pool shall be open for operation and use annually between the Friday preceding Memorial Day and shall be closed the Tuesday following Labor Day. Within such period, the Pool shall be open on such days and during the hours as the Club Operator may establish and change from time to time, subject to the Club Operator's right to close all or portions of the Facilities as it deems necessary for scheduled maintenance and repairs, events, and during inclement weather and in anticipation of storm events. Standard operating hours for general use shall be 9 a.m. to 10 p.m. unless otherwise posted. The Pool shall be available between 6 a.m. to 9 a.m. for swimming laps, or for other purposes authorized by Club Operator. No person is permitted on the Facilities during any times the Facilities are closed.

Club Operator may close the Facilities due to inclement weather or in the anticipation of storm events.

3.2. Advertisements and Solicitations.

(a) No person shall post or circulate commercial advertisements on the Facilities or engage in any solicitation or sales activity on or from the Facilities without the Club Operator's prior written approval.

(b) No person shall originate, solicit, circulate, or post flyers or petitions anywhere on the Facilities without the Club Operator's prior written approval, other than on the community board, if applicable.

(c) No person shall publish or distribute any roster or list of the members or contact information for members, nor use members' phone numbers, mailing addresses, or email addresses for purposes of solicitation or sales.

3.3. Personnel and Operations.

(a) No person other than the Club Operator and its designees shall supervise, give direction to, or reprimand employees. Verbal or physical abuse or harassment of employees will not be tolerated. Any employee not rendering courteous and prompt service should be reported to the Club Operator immediately.

(b) No person shall send any employee off of the Facilities for any reason, request special favors or special services from employees, without the permission of the Club Operator.

(c) Club Operator and its designees are responsible for enforcing all rules and regulations regarding the Facilities. Club Operator and its designees are authorized to issue warnings and temporarily suspend use of the Facilities, including, removal of individuals from the Facilities. Further suspension of privileges, and termination of membership, shall be in accordance with the Policies.

(d) Club Operator may issue additional rules and regulations for the day-to-day operations of the Facilities.

3.4. Complaints. To facilitate the proper management of the Facilities, all complaints, criticisms or suggestions of any kind relating to any operations should be in writing, signed, and addressed and delivered to the Club Operator.

4. USE OF FACILITIES

4.1. Children.

(a) Children under 14 years of age are not allowed at the Facilities unless accompanied and supervised by an adult, except as the Club Operator may expressly authorize.

(b) Any person who brings a child under the age of 19 onto the Facilities is responsible for the child's conduct and safety while using the Facilities.

4.2. Beverages and Food.

(a) Other than those provided by Club Operator, if any, barbecue grills and other cooking appliances are not permitted on the Facilities.

(b) No food or beverages are permitted in the pool or on the pool deck within five feet (5') of the pool edge.

(c) Bottles, drinking glasses, and other glass or ceramic containers are not permitted in the Facilities. Plastic, cans and other non-breakable containers are permitted.

(d) Each person using the Facilities is responsible for properly disposing of their food and beverage containers and other trash in receptacles provided for that purpose.

4.3. Attire.

(a) Street clothing, or a shirt or appropriate swimsuit coverup, and shoes (sandals or "flip flops" are acceptable) shall be worn when entering and exiting the Facilities.

(b) All persons using the pool shall wear proper swimwear (*i.e.*, swim suits made and intended to be worn while swimming). Cutoffs and denim shorts are not considered appropriate swim wear.

(c) Nude and topless sunbathing is not permitted on the Facilities.

4.4. Animals.

Pets (other than recognized service animals) are not permitted on the Facilities when other guests are present without Club Operator's express permission. If permitted pets are within the Facilities, guests must clean up after them to the extent there is no evidence that a pet was present.

4.5. Property.

No person shall remove any property or furniture from the Facilities, or move furniture or other property from the area in which it belongs without the Club Operator's express permission.

4.6. Parking.

Limited parking is provided in designated parking areas, subject to availability, on a first come, first served basis. No vehicles shall be parked in areas other than designated parking spaces or in a manner which blocks entry or exit by other vehicles. Violators may be towed at the vehicle owner's expense. Members shall obey all street parking restrictions.

4.7. Smoking. Smoking is not permitted on the Facilities.

4.8. Fireworks. Fireworks are not permitted on the Facilities.

4.9. Weapons. No firearms or weapons of any kind are permitted on the Facilities.

4.10. Entertainment.

(a) No performance by entertainers is permitted anywhere on the Facilities without the Club Operator's express permission.

(b) Radios, CD players, and other sound devices may be used at the Facilities only if used with headphones or earphones without Club Operator's express permission.

4.11. Bathrooms and Building

(a) Clothing and personal items shall not be left unattended in the toilet or bathroom areas. All such items must be kept with the owner when not in use.

(b) The Club shall not be responsible for any loss or theft of items in the Facilities. Each person using the Facilities assumes all risk of loss of any items.

4.12. Parties.

Members desiring to host a private event on the Facilities must request and register their event with Club Operator at least 14 days in advance of the event and in accordance with the procedures established by Club Operator. Club Operator may establish the procedures, fees and other requirements in its sole discretion which may be changed from time to time.

4.13. Liability; Assumption of Risk.

(a) Each member, authorized user, and guest shall be responsible for their own personal safety and the security of their property while using the Facilities. Each person using the Facilities acknowledges that the Facilities are accessible by unauthorized persons from adjoining areas and that the Club Operator does not guarantee or ensure that such access will not occur. The Club Operator shall have no liability for any loss or injury by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

(b) Each member, authorized user, and guest, by use of the Facilities, acknowledges that the nature of the pool, showers, other rooms, and other Facilities poses inherent dangers, including slipping, falling, and drowning, and assumes all risks associated with the use of the Facilities, whether or not inherent, and agrees to release the Club Operator and its members, officers, employees, agents, and affiliates from, and indemnify them against, any and all losses, expenses, liens, claims, demands, and causes of action of every kind and character for death, personal injury, property damage or any other liability, damages, fines, or penalties, including costs, attorneys' fees and settlements, whether or not based on the acts or omissions of the Club Operator or its employees or agents, resulting from, arising out of or in any way connected with the use of the Facilities, except to the extent that the same are the direct result of the sole negligence, gross negligence, or willful misconduct of the Club Operator, its employees, or its agents acting within the scope of their assigned duties.

(c) Each member, authorized user, and guest, by use of the Facilities:

(i) assumes sole responsibility for their personal property and acknowledges that the Club Operator shall not be responsible for any loss or damage to any personal property which any such persons may use or store on the Facilities, whether in lockers or elsewhere; and

(ii) acknowledges and understands that he or she shall be liable for any property damage or personal injury resulting from his or her conduct or actions, or the conduct or actions of the member, member's authorized users and guests.

5. POOL RULES

USE OF THE POOL IS AT A PERSON'S OWN RISK; LIFEGUARDS WILL NOT MONITOR THE POOL

5.1. Pool Area.

(a) Bicycles, skate boards, and play balls of any type are not permitted in the pool area. Bicycles may be parked outside of the pool area.

(b) Running and noisy or hazardous activity will not be permitted in the pool area. Pushing, dunking and dangerous games are not permitted. The throwing of balls, frisbees, wet clothing, or other things is not permitted at any time in the pool area.

(c) Children under 14 years of age are not allowed in the pool area unless accompanied and supervised by a responsible adult who is at least 19 years of age.

(d) All persons using the Club's pool chairs or beach chairs must cover the furniture with a beach towel before use, in order to protect the furniture from body oils, sweat, and lotions.

(e) Persons who leave the pool area for more than 30 minutes must relinquish all lounges, chairs, and tables by removing all towels and personal belongings. Reserving chairs for persons not present at the pool is prohibited.

(f) Lifesaving and pool cleaning equipment are to be used only for their intended purposes.

(g) All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, trash, etc.

(h) Changing clothes or changing diapers is not permitted in the pool area. Changing of clothes or diapers shall be done in the restrooms.

5.2. Pool Use.

(a) Swimming is permitted during hours that the Facilities are open unless otherwise posted.

The pool is officially closed when a "CLOSED" sign is posted, or if the pool cover is in place, even if other portions of the Facilities remain open and available for use, or pursuant to the hours listed in these rules or on physical sign at the Facilities.

(b) Swimming is at the swimmer's own risk. Diving is prohibited.

(c) Any non-swimming children must be accompanied in the water by a person who is at least 19 years of age. All children must be properly dressed in swimming attire at all times.

(d) Children who are not potty trained are not allowed in the pool.

(e) Persons with apparent or known infectious conditions, whether the same be a skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharge, or any other type of communicable disease, shall not utilize any of the pool facilities.

(f) Fishing and diving equipment, other than a mask and snorkel, are not to be used in the pool.

(g) Floating lounge chairs, tire inner tubes, air mattresses, and other large floating devices are not permitted. Lifejackets, water wings, and similar personal flotation devices designed for non-swimmers are permitted for use by non-swimmers with proper supervision by a person who is at least 19 years of age. Club Operator may restrict use of these devices at any time.

(h) Club Operator may designate a times for swimming laps at particular times at Club Operator's discretion, otherwise laps are limited to 6 am-9 am, or when no one else is in the pool area.

WAIVER AND RELEASE OF LIABILITY

In consideration of my use of the Facilities (the pool, pool house, pavilion, fireplace area, bathrooms, exercise equipment and anything provided by the Tiny South, LLC (the "Operator"), I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the Operator and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my guest in, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the Operator.

By the execution of this agreement, I acknowledge and agree to comply with The Mere Pool and Gym Facilities Rules accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me or my guest, and I hereby fully and forever release, discharge and hold harmless the Operator, its insurers, employees, officers, directors, and associates (collectively, the "Operator Parties"), from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities (collectively, "Claims"). I, on behalf of myself and my heirs, executors, administrators, successors and assigns, hereby covenant and agree not to file, initiate or pursue a lawsuit against Operator or the Operator Parties in regard to any Claims released under this Agreement and I will not ask any other person or entity to initiate such a lawsuit on my behalf in regard to any such Claims.

I expressly agree to indemnify and hold the Operator harmless against any and all Claims, of any person or entity, that may arise from injuries or damages sustained by me or my guest, except if solely due to the gross negligence or willful misconduct of the Operator.

I agree to be solely responsible for safety and wellbeing of my guest and myself. I understand that the Operator does not provide supervision, instruction, or assistance for the use of the facilities and equipment.

I agree to comply with all rules imposed by the company regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I understand and acknowledge that the use of the Facilities, including, but not limited to, exercise equipment involves risk of serious injury, including permanent disability and death.

I understand and agree that the Operator is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND THE MERE POOL & GYM FACILITIES RULES VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Date: _____

Signature: _____

Print Name: _____

Address: _____

Email: _____

Mobile Phone: _____