

2020 Waters Landing Association, Inc. Recreation Pass Application Form

IMPORTANT:

1. **DUE TO COVID-19, THERE WILL BE NO IN-PERSON DISTRIBUTION.** All applications will be processed in a non-contact manner.
2. Applications must be submitted with the waiver form in order to receive pool passes. A waiver must be completed for each member in your household. Adults must complete a waiver for minors.
3. The waiver must be signed each time you use the pool. No digital signatures for the daily waiver.
4. Parents must download & complete & sign the waiver for teens, 13-17. No digital signature for daily waiver.
5. Applications may be emailed to WLA@waterslanding.org, mailed to 20000 Father Hurley Blvd or dropped in the suggestion box at the office.

6. All passes will be mailed directly to your Waters Landing address. There will be no in-person pick-up. A "Rec Pass" is **required** for entrance to the Association pools. An individual's Rec Pass may be suspended for violation of the published recreation rules. Rec Passes for all residents in a home may be suspended for delinquent assessments or unresolved architectural violations. Passes will not be issued to anyone from a unit in such status. Applicants with an unusual number of "residents" may be asked for proof of the persons listed on the application: applicant who cannot or do not provide such evidence will be denied passes.

TENANTS AND NON-RESIDENT OWNERS, PLEASE NOTE:
A COPY OF THE CURRENT LEASE, LISTING AUTHORIZED TENANTS MUST BE PROVIDED
THIS MUST BE PROVIDED TO THE ASSOCIATION EVERY POOL SEASON, NO EXCEPTIONS!!!
PLEASE e-mail to wla_rentalunits@outlook.com. This is the email for leases ONLY.
Due to capacity limits of the pools, passes may be issued to owners or their tenants, but not both.

Waters Landing Property Owner Name:

Waters Landing Property Address:

Owner Address: (If non-resident)

Owner Contact Info Information (phone numbers & email*)

home: _____ work: _____

cell: _____ email: _____

Tenant Contact Information (phone numbers & email*)

home: _____ work: _____

cell: _____ email: _____

* By including an email address, you agree to Waters Landing registering you for the electronic newsletter, *The NewsAshore*. TO OPT OUT, CHECK HERE

PAGE 2 MUST BE COMPLETED IN ORDER TO RECEIVE PASSES.

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Please list below the first & last names, and ages of permanent, year-round residents in your property who require a pass. **THIS INCLUDES THE PROPERTY OWNER.**

Note: Adults over the age of 21 MUST complete the form but may put the letter "A" in the Age column.

If you require more than six (6) passes, you must contact the office prior to any passes being issued.

<i>Applicant Name:</i>	<i>Age</i>
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____
5) _____	_____
6) _____	_____

I/we have received and understand the current Rules for use of the recreational facilities of the Association. In particular, I/we understand that violation of the rules or submission of false information in order to obtain a Recreation Pass may result in revocation or suspension of the passes and associated recreation privileges.

COVID-19

I/we understand that I am responsible for abiding by any and all Montgomery County and State of Maryland requirements pertaining to COVID-19 that have been imposed or are adopted during the 2020 pool season; including but not limited to social distancing, wearing face masks and frequent hand washing. I understand that any violations may result in revocation or suspension of associated recreational privileges.

Owner Signature: _____

Date: _____

Owner Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

WATERS LANDING ASSOCIATION, INC.

POOL USE AGREEMENT AND WAIVER OF LIABILITY

In consideration of the permission of Waters Landing Association, Inc. ("Association") to use the Association's pool(s) and related facilities ("Pool"), I agree that the Association will not be responsible for any illness, injuries or damages occurring in connection with the use of the Pool.

I acknowledge that novel coronavirus infections ("COVID-19") have been confirmed throughout the United States, including thousands of cases in Maryland, Virginia, and Washington, D.C. In using Association facilities also used by other individuals, I recognize that I am at higher risk of contracting COVID-19. I fully understand and appreciate both the known and potential dangers of using the Pool and acknowledge that the use thereof by me and/or my family members and/or guests may, despite the Association's reasonable mitigation efforts, result in exposure to COVID-19, which could result in serious illness, disability, and/or death.

I hereby represent and warrant that I am in proper health and physical condition to use the Pool and, up to the date of my signature below, I have not shown any symptoms of COVID-19. I agree that I will comply with all rules governing use of the Pool, including but not limited to the rules and regulations adopted by the Association and any code or regulation of any local, federal, or state governmental authority, and will use the Pool in accordance with all appropriate health and safety precautions and instructions for proper use.

I hereby assume all risks inherent in the use of the Pool, including without limitation any and all risks of injury and any and all risks of contracting disease, and, for myself and for my heirs, successors, personal representatives and assigns, I hereby release and agree to indemnify and hold harmless the Association, and its members, directors, officers, agents, employees and contractors, from and against any and all personal injuries, illness, loss of, or damage to, personal property, and any and all claims, damages, liability, and causes of action, including costs and attorney's fees, arising from, or related in any way to, the use of the Pool by me, or by any person using the Pool with my express or implied permission.

[SIGNATURE ON NEXT PAGE]

BY SIGNING BELOW, I AGREE THAT I HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, INCLUDING THE ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY PROVISIONS, AND AGREE TO ITS TERMS

Signature

Date

Name (PLEASE PRINT)

Address

Telephone

Email Address

Emergency Contact:

Name (PLEASE PRINT)

Telephone

PARENT/GUARDIAN ACKNOWLEDGMENT AND AGREEMENT

Name of Child: _____

Parent or Guardian of Person Under The Age of 18 Years of Age

1. I, parent and/or legal guardian of the above named minor person ("Child"), acknowledge and agree that I read and understand the above Pool Use Agreement and Waiver of Liability.
2. I hereby release and forever discharge, to the fullest extent permissible under Maryland law, the Association, its directors, officers, employees, members, residents and agents for any claims, liabilities, injuries, illness, damages to the Child, direct or indirect, including but not limited to costs and attorney's fees, arising from, caused by, or the result of the Child's exposure to, contracting of, or in any way related to COVID-19 in connection with the Child's use of the Association's pool or facilities.
3. I represent that I have full legal authority to execute this document on behalf of the Child, and that by my signature below I am, on behalf of the Child, acknowledging and agreeing to all terms, conditions, warranties, understandings, and agreements set forth in the above Pool Use Agreement and Waiver of Liability.

Parent/Guardian Signature: _____

Printed Name: _____

Date: _____

The following rules and regulations govern the use of the Waters Landing Association swimming pools. Their purpose is to ensure safe and sanitary operation of pool facilities and to maximize the enjoyment by all residents. Each resident is requested to read the rules carefully; parents should be sure their children understand the rules and obey the lifeguard, who is responsible for enforcement. The Association has contracted with a professional pool management company, RSV Pools, Inc. (301-330-0073) to operate the pools. A qualified lifeguard will be on duty at all times. **The pool management company maintains final discretion in enforcement of pool rules and regulations.** Your cooperation with pool personnel will make the pools safe and pleasant for your enjoyment.

HOURS OF OPERATION: The schedule is posted separately on the Association website. *The pool will be closed temporarily when lightning or severe weather is present or approaching, and must remain closed until the storm has passed our area--as determined by the Manager. The pool may close for the day if extended storms or low temperatures are expected.*

MANAGEMENT & AUTHORITY: The pool manager, lifeguards, and staff are in charge of the facility. Being responsible for the safety of patrons and equipment, they are called on to make important decisions that users may not always agree with or like. Please cooperate with them and direct your constructive comments to the Pool Manager or Association Staff. The pool may be closed at any time due to weather or operational difficulties. **The pool may also be closed if lifeguards, management, or staff determine that the pool area and facilities need to be cleaned or sanitized.**

CAPACITY & SIGN IN: **Capacity limitations will be imposed and posted per the current stage of pool guidelines. All residents must sign in with the pool staff to use the pool. All residents will be required to sign a daily COVID-19 waiver to use the pool.**

SOCIAL DISTANCING: **Residents must maintain at a six (6) foot distance from other patrons not of the same household.**

SUPERVISION: Lifeguards are to monitor and control the overall use and conditions of the pool, not to keep an eye on individual swimmers. ***All Children (members & guests) 12 years of age and under must be accompanied and supervised at all times by a responsible adult pool member 18 years of age or older.*** Sitting on the edge of the pool chatting with others is not considered adequate supervision of small children using the pool. The wading pool is for children 5 years of age or younger and must be directly supervised at all times by an adult. **The wading pool will be closed during the 2020 season due to COVID-19.**

PERSONAL RESPONSIBILITY AND WAIVER: Persons using the pool area do so at their own risk and sole responsibility. The Association and the pool management assume no responsibility for any illness, accident or injury in connection with such use, or for loss or damage to personal property. The cost of any property damage will be charged to the responsible party. **All residents must sign a Pool Use Agreement and Waiver of Liability before being allowed in the pool area. Waivers will be available on the Association website and at the pool sign in desk. Parents will need to sign a waiver for teens, ages 13-17, to bring with them to gain admittance to the pool. Digital signatures will not be accepted for the daily waiver.**

PASSES: Each eligible resident will be issued a recreation pass. All patrons require a pass to gain entrance to both pools. Each member must present their pass & sign in prior to entering the pool facility. Passes are not left at the guard gate. Children (*12 & under*) must be accompanied by an adult, but require their own "child" pass. Teens (13 – 17) may come without an adult, but require their own "teen" pass. *Children & Teens will NOT be permitted to enter the pool utilizing an adult pass.* If recreation passes are lost, replacement passes may be obtained by contacting the Association office.

GUESTS: Guests will not be permitted during the 2020 season due to COVID-19.

THE POOL GROUNDS ARE A NON-SMOKING AREA!

ATTIRE: ALL RESIDENTS MUST WEAR FACE MASKS WHEN NOT IN THE WATER. Proper bathing attire for a family-oriented environment must be worn in the pool. Street clothes (cut-offs, t-shirts, shorts, etc.) are not proper attire and will not be permitted in the pool. In accordance with Montgomery County Department of Health codes, **children in either cloth or disposable diapers must wear tight-fitting waterproof pants in the pools; disposable diapers alone do not qualify.** Hair longer than shoulder length must be tied back. All patrons must shower before entering the pool.

SWIM PROFICIENCY: Any person using the main pool may be required to demonstrate swimming proficiency to the lifeguard before continued use of the pool without direct supervision.

RSV POOLS: SWIM SAFE PROGRAM

The program has the following 4 purposes:

- 1) Identify the children who cannot swim independently to assure proper guardian supervision.
- 2) Identify the children who cannot swim for easier identification of potentially dangerous situations.
- 3) Provide motivation for non-swimmers to reach a goal, producing more water safe children at each pool.
- 4) Provide recognition for children who have achieved basic swimming skills.

The program will be conducted in the following process:

- 1) Lifeguards will have all children take a swim test during designated adult swim periods of the pool operation.
- 2) The swim test will vary depending on pool size.
- 3) The basic swim test will include a swim covering the length of the pool.
- 4) Following the swim, each child will tread water for 60 seconds.
- 5) The children who successfully pass both requirements will be issued a SWIMSAFE bracelet that needs to be worn at all times the child is at the pool through the entire pool season. Children will receive their first SWIMSAFE bracelet free of charge. Replacement swim safe bracelets can be issued for a charge of \$3.00 each.
- 6) Each child passing the swim test will be recorded in a notebook.
- 7) Bracelets are not transferable. Any replacement bracelets issued will require a signed waiver by each child's guardian stating that the bracelet is for that child's use only.
- 8) A lifeguard can retest a child with a SWIMSAFE bracelet on if there is uncertainty regarding the child's ability to swim.
- 9) Children who cannot pass the swim test will be allowed in the pool with an adult guardian in the pool within arms' reach of the child per county requirement.

This program will require flexibility and patience from parents.

DIVING BOARD: The diving board and diving well will be closed during the 2020 season.

FLOATATION EQUIPMENT/TOYS: US Coast Guard approved life jackets & water wings may be used in the pools at the Lifeguard's discretion, as long as an adult is within arms' length of the child. No play equipment will be allowed. No inner tubes or rafts allowed. Absolutely no floatation devices allowed in the well.

ADULT SWIM PERIOD: To be determined.

FURNITURE: There will be no furniture provided by the Association during the 2020 season. No furniture may be moved from the locations they are placed by the Association.

REFRESHMENTS & TRASH/RECYCLING: Please feel free to bring your own NON-ALCOHOLIC refreshments; however, glass containers are prohibited items. Please place trash & recyclables in the appropriate containers. NO food may be brought into the pool area.

DISTURBANCES: Running, pushing, wrestling and other horseplay pose an unacceptable safety hazard and cannot be tolerated. Undue disturbances, including but not limited to, loud music that detract from the enjoyment of the facility by other patrons are prohibited. Members may be asked to cease, directed to take a short "time out" or to leave for the day.

THE POOL GROUNDS ARE A NON-SMOKING AREA!