

## **Meadowlake Farms Homes Association Pool Party & Rental Information**

Pool parties can be held on any day the pool is regularly open. We recommend pool parties be held after the pool closes (7 pm), but pool parties during normal hours (12 pm to 7 pm) can be accommodated. A gathering of more than 10 people during pool hours is considered a party.

For Meadowlake Farms Homes Association (MFHA) residents and non-resident pool members:

- A \$100 deposit is required. If there is no damage, additional clean-up, or unplanned lifeguard coverage needed the check will be returned to you. You can expect your check to be returned within 10 days after the party.
- When your party is after pool hours, you must pay for lifeguard coverage. For parties of 25 or fewer people, a minimum of 2 guards are needed for a minimum of 2 hours at \$45/guard/hour. One additional guard is needed per 25 additional people. Additional charges will apply if your party exceeds the number of guests reported and additional lifeguards have to be called in on short notice.
- Gatherings of more than 10 people during normal hours of operation require pool party scheduling. Members of the pool who are participating in the party may enter at no charge. A \$5 guest fee is required to be paid upon entrance for each party guest who is not a member of the pool. Guest fees apply even if the guests don't swim. No alcohol is permitted during normal pool hours.
- Signed contracts are required for both Clearwater Pool Management and MFHA.
- Deposit, contracts, and guest count is required a minimum of 7 days before the day of the party.

For non-members of the pool:

- All policies for MFHA pool members apply **and** there is a \$100 pool rental fee (in addition to the \$100 security damages deposit).

All regular MFHA pool rules apply during parties. *Remember that absolutely no glass containers are allowed in the pool area.*

**To schedule a pool party, please initiate the process by sending an email to [amber@clearwaterpoolmgmt.com](mailto:amber@clearwaterpoolmgmt.com). You need to contact Clearwater *at least 14 days* before the requested party date. The date and time of your party is secured when deposit check and signed contract is received on a first come, first served basis.**

# Meadowlake Farms Homes Association Pool Rental Contract

The MFHA pool is available for rent by MFHA residents and non-MFHA residents. Rental costs are outlined in the "Pool Party & Rental Information," summarized in the table below and will need to be agreed/contracted with the pool management company, Clearwater Pool Management. Pool parties can be held on any day the pool is regularly open. We recommend pool parties be held after the pool closes (7 pm), but pool parties during normal hours (12 pm to 7 pm) can be accommodated. A gathering of more than 10 people during pool hours is considered a party.

A deposit covering pool facilities of \$100.00 is required for all rentals. The deposit check will be refunded within 10 days following the pool party provided there is no damage, additional clean-up, or unplanned lifeguard coverage needed.

Membership Status	Rental Cost
Member of pool (MFHA resident & non-resident): <ul style="list-style-type: none"> <li>• Rental Fee</li> <li>• Deposit</li> <li>• Lifeguard charge</li> </ul>	<ul style="list-style-type: none"> <li>• \$0</li> <li>• \$100 (check payable to MFHA, refundable)</li> <li>• To be agreed and contracted with our pool management company, Clearwater, based on party duration &amp; number of attendees.</li> </ul>
Non-member of pool: <ul style="list-style-type: none"> <li>• Rental Fee</li> <li>• Deposit</li> <li>• Lifeguard charge</li> </ul>	<ul style="list-style-type: none"> <li>• \$100 (check payable to MFHA)</li> <li>• \$100 (2nd check payable to MFHA, refundable)</li> <li>• To be agreed and contracted with our pool management company, Clearwater, based on party duration &amp; number of attendees.</li> </ul>

I, (name of contracting party) \_\_\_\_\_ have contracted with the Meadowlake Farms Homes Association (MFHA) to rent the pool on (date) \_\_\_\_\_ from \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM.

Please initial:

- \_\_\_\_ I acknowledge I have read and agree to abide by all MFHA pool rules (see attached copy of rules).
- \_\_\_\_ I acknowledge I will pay the additional lifeguard charges to Clearwater.
- \_\_\_\_ I acknowledge additional charges may apply if anticipated number of guests is exceeded and additional lifeguards must be called in with short notice.
- \_\_\_\_ I acknowledge that the deposit is a minimum amount and agree to provide full damage reimbursement to Meadowlake Farms Homes Association should an incident occur.

Contracting Party accepts responsibility for behavior and actions of party attendees while on Meadowlake Farms property and pool grounds. Meadowlake Farms Homes Association is released from all responsibility for all mishaps/injury involving party attendees during the contracted party.

Pool scheduling and deposits will be coordinated through Clearwater Pool Management Company. Contact Amber Sherman at [amber@clearwaterpoolmgmt.com](mailto:amber@clearwaterpoolmgmt.com) to schedule a party or for more specific information about use of the pool.

Meadowlake Farms Homes Association Representative

Signature \_\_\_\_\_ Date \_\_\_\_\_

Contracting Party Name \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# MEADOWLAKE FARMS HOMES ASSOCIATION

## Pool Rules

Lifeguards are authorized to take such actions as they deem necessary to promote the safety and enjoyment of the pool and pool area. Instructions provided by the lifeguards shall always be followed.

- **Attentive Supervision:** Members and guests will maintain vigilant attendance of their children at all times.
- **Lifeguards:** Members should not engage in conversations with the guards while they are on duty/in chair. Please try and ask questions during rest periods.
- **Adult Swim:** At ten minutes before every hour the guards will blow whistles to signal the beginning of a ten-minute rest period. This is time for young swimmers to exit the pool and remain behind the coping stones/bricks around the pool. Patrons 16 or older are allowed to swim at their own risk during this period. (When both lifeguards are up on lifeguard chairs, or on days of extreme heat, the break will be called at 15 minutes before the hour.)
- **Swim Test:** Patrons under 16 must pass the lifeguard administered swim test (1 length of the pool, continuous swim plus one minute treading water) to access the deep end (8 foot, roped-off area) of the pool.
- **Diving:** Diving is allowed only from the end (not sides) of the roped-off, 8-foot, area of the pool.
- **Safety Flotation Devices:** ONLY Coast Guard regulated flotation devices are permitted to be used for safety of non-swimmers (No mermaid tails, dolphin tails, water wings, etc.).
- **Safe Play:** Always face the water upon entry. Jumping is acceptable but please no flips or handstands from the sides. No running, hitting, throwing swimmers, flipping towels, sitting on shoulders, wrestling, dunking or grabbing heads or necks or any other unsafe disturbance will be allowed.
- **Toys:** Small, soft plastic, unbreakable toys are allowed in the pool. Soft nerf balls, basketball playing, and use of recreational flotation devices will be allowed at the discretion of the lifeguard and will be limited to certain areas of the pool. Hard balls are not permitted in the pool area.
- **Bathing Suits:** Only bathing suits are to be worn in the pool. No cut-off jeans or street clothing.
- **Swim Diapers:** Any person who is incontinent or not toilet-trained must wear appropriate waterproof clothing/swim diapers when entering or being carried into the pool(s). Standard disposable diapers are not permitted in the pool(s).
- **Wading Pool:** Children using the wading pool must be accompanied by a responsible care provider. The wading pool is for children age 4 and under.
- **Bicycles:** Bike racks are available for your use. Bicycles, skateboards and scooters shall remain outside the gate.
- **Pets:** Pets are not allowed in the pool or pool deck. Certified service animals are welcome.
- **Tobacco products/Alcohol:** Please no alcoholic beverages or smoking/vaping within the gated grounds.
- **Glass, Metal:** No glass or sharp metal objects are allowed in the pool area.
- **Lightning/Thunder:** The pool and deck will be cleared and closed during any evidence (heard or seen) of lightning. The pool will not reopen until there has been no lightning or thunder for 30 minutes. The 30-minute period restarts after each sound of thunder or sighting of lightning. If severe storms are predicted the pool may close for the day upon management approval.

All comments or suggestions should be submitted to the MFHA Comment Box. The Board will make final decision and action.



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## Pool Party Release of Liability and Registration Form

Pool and/or Facility Name, ("the location") \_\_\_\_\_

In exchange for participation of using the swimming pool facilities, use of property, use of facilities, and/or use of services at *the location*, managed by Clearwater Pool Management LLC. ("Contractor"), I agree for myself, for members of my family, and/or guests to the following:

- Observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by *the location* property managers and board members or the employees, representatives, or agents of *Contractor*;
- Recognize there are certain inherent risks associated with the activities listed in the opening paragraph and assume full responsibility for personal injury to myself, family members, and/or guests, and further release and discharge to *Contractor* for injury, loss, or damage arising out myself, my family, and/or guests' usage or presence upon *the location*;
- Indemnify and defend *Contractor* against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from myself, my family, and/or guests' usage or presence upon *the location*;
- Agree to pay all damages to the facilities of *the location* caused by myself, my family and/or guests' negligent, reckless, and/or willful actions; and
- Resolve any legal or equitable claim arising from participation in the above shall be resolved under Virginia law.

I have read this document and understand it. I further understand that by signing this release, I voluntarily surrender certain legal rights.

Renter's Signature \_\_\_\_\_

Renter's Printed Name \_\_\_\_\_

Renter's Address \_\_\_\_\_

Date \_\_\_\_\_

Pool and/or Facility Information

Facility \_\_\_\_\_

Renter's Phone (C) \_\_\_\_\_ (H) \_\_\_\_\_

Rental Date \_\_\_\_\_ Rental Start & End Time \_\_\_\_\_

Type of Event \_\_\_\_\_ Alcohol served? Yes / No

Number of guests attending, swimmer and non-swimmer \_\_\_\_\_

Per signed contract between *the location* Owner and *Contractor*, the following paragraph outlines policies and pricing for pool parties.

**POOL PARTIES**

Contractor may provide staff for pool parties, special events, or after-hours parties as requested by Owner or responsible individual/group. Owner or responsible individual/group shall be billed \$45 per lifeguard per hour, minimum two hours. Contractor and Contractor's insurance company discourages use of alcohol in or around pools. Owner must provide Contractor with 14 day prior written notice, to include time and date of event, age group, number of patrons attending, and whether alcohol will be permitted at event. The advanced notice provides Contractor time to obtain appropriate staff required for event. **No parties or after-hours events will be scheduled by Owner after August 19<sup>th</sup>, unless pre-approved by Contractor, due to staffing constraints.** The following scale shall be used to determine lifeguards required for special events.

People Attending	Lifeguards Required
1-25	2
26-50	3
51-75	4
76-100	5

For special events held during normal operating hours, normally scheduled lifeguard(s) may serve as one, or more, of required guards. Contractor requires one adult chaperone per 10 children under the age of 18 attending special event. Responsible person for special event must sign Contractor's information and liability forms and attach required payment seven days before date of event. Contractor may not allow lifeguards to work events if proper forms have not been signed and payment not received by required date. If Owner or responsible individual/group does not inform Contractor of request for additional lifeguards and Contractor is able to provide guard support, Owner or responsible individual/group may be billed at "Emergency Guard" rate of \$50 per hour per lifeguard, minimum of two hours.