



Swimming Pool and Facilities Use Rules

The following rules and regulations apply uniformly to all homeowners, renters, members and guests using the Fairfax Club Estates (FCE) pool. These rules set forth guidance for the lifeguards and others in authority to harmonize pool operations. Management staff and lifeguards may use their discretion in applying these rules to any situation that they deem unsafe or inappropriate.

- Obey lifeguards at all times.
- Parents must supervise their children and are responsible for their behavior and safety. Parents or guardians must maintain contact with children in the main pool at all times unless the child has passed a lifeguard administered swim test.
- Children under 10 years of age must be accompanied and supervised by an adult or responsible person 14 years or older.
- No running permitted on the pool deck.
- Unaccompanied children age 10 and up must behave responsibly and follow management staff and lifeguard instructions.
- All swimmers must shower before entering the pool.
- All swimmers must wear proper swimming attire.
- Toddlers and infants are required to wear reusable swim diapers. Regular and disposable diapers including *Little Swimmers* are prohibited in the main and wading pool.
- Profanity, abusive name calling, roughhousing, teasing, towel snapping, excessive splashing, dunking and spitting are prohibited.
- Swimmers must remove Band-Aids, hair clips and pins before entering the pool.
- Use of tire tubes, air mattresses, beach balls and all other flotation devices are permitted only with the express consent of onsite management staff and/or lifeguards, *Floaties* for small children and novice swimmers are permitted when pool use is monitored by a parent, guardian or responsible adult 18 or over.
- Hanging or sitting on lifelines or lane lines is prohibited.
- Children under 16 years of age must exit the pool for 15 minutes during lifeguard initiated break periods at the end of every operating hour.
- Diving is permitted only in water five feet or deeper. All unsafe dives are prohibited.
- Lap lane users with reservations have exclusive use of the lap lane during the reservation period.

- Swimmers 16 years of age or older have preference in the lap lane at all times absent a reservation.
- Younger accomplished swimmers may swim laps provided there are no more than three swimmers in the lap lane.
- No shoulder stands or throwing children from shoulders into the pool is allowed.
- Pushing or throwing any person into the pool is expressly prohibited.
- Food consumption is permitted but must be at least ten (10) feet away from the pool.
- Glass containers are prohibited. Garbage should be disposed of in the containers provided.
- No smoking or vaping is permitted in the pool area.
- Bikes, skateboards, scooters and roller blades cannot be ridden in the pool area and must be safely stored so as not to create a hazard. Bikes should be locked in the bike racks located on the FCE common grounds premises.
- The pool may only be entered through the designated entrance facing the facility parking lot. Climbing over the fence is not permitted.

Any individual violating these rules and regulations or any reasonable instruction from a lifeguard or person in authority will be subject to disciplinary action. Disciplinary action may include temporary removal from the pool, immediate expulsion from the pool or further disciplinary action as determined by the Board of Directors as provided in the FCE HOA Covenants, Conditions and Restrictions (CC&Rs).

The FCE Board of Directors shall enforce the following disciplinary actions until further notice:

1. **First Violation:** Written warning to the primary account holder. The primary account holder for the pool membership shall be responsible for informing all secondary, dependent and babysitter/caretaker members on the account of the violation.
2. **Second Violation:** One week suspension of the primary member pool membership account including all secondary, dependent and babysitter/caretaker members on the account. Entry to the pool is not permitted during the period of the suspension.
3. **Third Violation:** One month suspension of the primary member pool membership account including all secondary, dependent and babysitter/caretaker members on the account. Entry to the pool is not permitted during the period of the suspension.
4. **Fourth Violation:** Suspension of the primary pool member account for the remainder of the summer season. The FCE Board of Directors shall also reserve the right to deny pool access/membership for future seasons on a case-by-case basis following a fourth violation.

All violations of the pool rules shall be enforced through the administrative measures identified above until the FCE Board of Directors modifies or otherwise alters the enforcement mechanisms. Members shall be informed of any changes to the pool rules and/or enforcement procedures prior to the issuance of any violation notification resulting from changes to existing rules, policies and/or procedures.

By signing this document*, I affirm receipt and review of the pool rules.

Signature

Date

Printed Name

* For help with adobe acrobat digital signatures and digital certificates (strongly preferred), please click on the following links:

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Swimming Pool and Facilities Policies and Procedures

ACCESS AND ENTRY

Use of the Fairfax Club Estates (FCE) pool and other facilities is permitted to homeowners, renters and registered members only. Guests are permitted but must be accompanied by a qualifying member identified above. Entry to the pool is permitted only during pool operating hours which can be found on the FCE pool and tennis website: fcepoolandtennis.org. Entry to the pool is governed by a software-based membership application found at the pool and tennis website listed above. Entry to the pool is prohibited without an approved registration and daily check-in/out using the pool management software application.

Entry to the tennis courts is governed through the issuance of physical keys. Members may request a key to the tennis courts from the tennis committee chair. [Click here](#) to be redirected to the tennis committee chair. Tennis court use may be reserved in advance through the FCE pool and tennis website/software application: fcepoolandtennis.org. When no advance reservations are in place, tennis court use is available on a first come, first serve basis. Members are strongly encouraged to use the pool and tennis software application to reserve tennis courts to avoid confusion regarding court availability. Members are required to lock the tennis courts upon completion of use.

POOL MANAGEMENT & LIFEGUARDS

The FCE HOA contracts with Crystal Aquatics, a local pool management company for all pool operations functions. Crystal Aquatics staff are responsible for operating the FCE HOA pool in accordance with applicable federal, state and local regulations. Guards have authority to enforce pool rules, remove anyone from the pool who violates the rules or is creating an unsafe situation, close the pool or parts of the pool if they believe an unsafe situation exists or call law enforcement authorities for assistance.

BAD WEATHER

The pool will close immediately if there is thunder, lightning or if in the opinion of onsite management, an unsafe condition exists. In the case of a thunder or lightning closure, the pool must be vacated by all members immediately. The onsite management staff will reopen the pool 45 minutes following the last occurrence of audible thunder or visible lightning in the immediate pool area. Onsite management staff will maintain and reset a clock to adhere to pool reopening

guidelines for thunder and lightning. In the event less than sixty (60) minutes of pool operating time is available following a thunder or lightning incident, the onsite management staff shall close the facility for the day.

AGE RESTRICTIONS

No children under the age of ten (10) will be permitted in the pool without a responsible person age fourteen (14) or older in attendance.

BREAK PERIODS

At the conclusion of every hour the pool is open for swim operations (45 minute mark), there will be a 15 break period where children under the age of 16 are not permitted in the pool. Adults and minors aged 16 and older are permitted in the pool during this break period. Adults and guardians supervising children in the pool are responsible for ensuring the minors at the pool under their supervision exit the pool promptly during break periods. Unaccompanied minors age ten (10) to fifteen (15) are responsible for exiting the pool promptly and/or following lifeguard instructions for exiting the pool. Failure to comply with onsite management and lifeguard instructions will result in disciplinary measures being taken against the offending party.

LAP SWIMMING

One lap swimming lane is available for use by pool members age sixteen (16) or older. Reservations for lap lane use can be made through the pool management software application found at: fcepoolsandtennis.org. Reservations will be enforced by onsite management and lifeguard personnel. Members are encouraged to communicate their reservation of the lap lane to on-duty lifeguards so intrusions to the lap lane area are minimized when lap swimmers are present.

SOBRIETY

The consumption of alcoholic beverages may not unreasonably interfere with other members enjoyment of the pool area or overall facility. Intoxicated persons shall not be allowed in the pool or park area. Unreasonable or questionable behavior by pool members as a result of consuming alcoholic beverages may result in onsite management directing the members to leave the premises. Onsite management may call law enforcement authorities for assistance in dealing with an intoxicated person when the individual fails to follow the reasonable instructions of onsite personnel charged with operating the facility.

GUESTS

Homeowners are allotted twenty-five (25) complimentary guest passes for the entirety of the pool season. Use of guest passes is tracked in the pool management software. Members can view their usage of guest passes in the pool management software. After the twenty-five complimentary guest passes are used by a member household, the cost of additional passes shall be \$7. Passes may be purchased via the pool management software only and are subject to transaction fee charges (PayPal). Guests are not permitted at any time the pool operates under a COVID-19 related health department restriction.

PARTIES AND SOCIAL EVENTS

Only the covered deck area behind the west pavilion may be reserved for private events during pool operating hours unless a specific exemption and approval is given by the FCE Homeowner's Association Board of Directors. Reservations for this area may be restricted by state or municipal health and safety laws and ordinances. Availability is on a first come, first serve basis and must be reserved through the pool management software application at: fcepoolandtennis.org. All reservations are subject to timing and duration restrictions reflected in the pool management software. All non-member party participants must be issued a guest pass and these guest passes will count against the twenty-five (25) complimentary pass allotment per member household.

POOL RENTAL

Pool rentals requiring exclusive access to the entire FCE pool facility are permitted only with the express approval of the Fairfax Club Estates HOA Board of Directors. The price for a pool rental will be determined by the Board with the recommendation of the Business Manager. The pricing will reflect the operational costs of the pool in addition to charges for compensating the community members for the inaccessible period. The entity or parties renting the facility must comply with all pool rules, policies and procedures.

WADING POOL USE

The wading pool will be open during regular swim times. Each child must be supervised by a parent or authorized person fourteen years or older. The wading pool is closed during swim team practice and swim meets.

HOUSE SITTERS

Members may authorize the use of the pool by a house sitter during the homeowner's absence. The homeowner, renter or member shall include the house-sitter in their member profile on the FCE pool management software: fcepoolandtennis.org. Under no circumstances is it permitted for a homeowner, renter or member to include guests as registered users of the pool in the pool management software.

BABYSITTERS & NANNIES

A baby-sitter or nanny who is not a member of a Fairfax Club Estates homeowner, renter or member family, is permitted to use the pool while watching homeowners' children. The homeowner, renter or member shall include the baby-sitter or nanny in their member profile on the FCE pool management software: fcepoolandtennis.org. Under no circumstances is it permitted for a homeowner, renter or member to include guests who do not perform a child-care function as registered users of the pool in the pool management software.

HOUSE GUESTS

House guests are subject to FCE pool guest policy outlined above. Use of the pool by house guests will count against the homeowner, renter or member's allotment of guest passes. Under no circumstances is it permitted for a homeowner, renter or member to include house-guests as registered users of the pool.

AUDIT

On an ad-hoc and periodic basis the FCE HOA Board of Directors or its management agent may audit the usage of pool facilities by homeowners, renters and members. These virtual audits will occur within the pool management software. Any member violations of pool entry, access or use provisions will be communicated directly to the affected member(s).

HEALTH AND SAFETY REQUIREMENTS

In response to the COVID-19 pandemic, the FCE pool will be operating under restrictions imposed by state and local authorities at the start of the 2021 season. All homeowners, renters and members desiring to use the pool facilities while state and local COVID-19 restrictions are in place must sign a "Hold Harmless Waiver". This waiver represents an understanding by the pool user of the risks associated with pool patronage during the COVID-19 pandemic.

To support COVID-19 health and safety measures, the FCE HOA Board implemented an automated pool management suite which now governs pool access, occupancy tracking and usage of pool and tennis court amenities. All homeowner, renter, associate or summer members must complete a membership application in 2021 to gain access to the web-based platform. However, this is only required once and will not be necessary in future summers for members of record in the summer of 2021.

VIOLATIONS

Any individual violating these policies/procedures or any reasonable instruction from a lifeguard or person in authority will be subject to disciplinary action. Disciplinary action may include temporary removal from the pool, immediate expulsion from the pool or further disciplinary action as determined by the Board of Directors as provided in the FCE HOA Covenants, Conditions and Restrictions (CC&Rs).

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By signing this document*, I affirm receipt and review of the pool policies and procedures.

Signature

Date

Printed Name

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WAIVER OF LIABILITY, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

1. I agree that I am personally responsible for my safety and actions the safety and actions of my minor children and household members while using the Fairfax Club Estates Pool.
2. I agree to comply with all Fairfax Club Estates Pool, policies and rules, including but not limited to all Fairfax Club Estates Pool, policies, guidelines, signage, and instructions.
3. Because the Fairfax Club Estates Pool is open for use by me, my minor children, and other individuals, I recognize I am at higher risk of contracting COVID-19.
4. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the Fairfax Club Estates Pool, Crystal Aquatics, Inc., or any of their board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the “Released Parties”) from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using the Fairfax Club Estates Pool, or otherwise, while participating in any activity while in, on, or around the Fairfax Club Estates Pool, and/or while using any Fairfax Club Estates Pool, facilities, tools, equipment, or materials.
5. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney’s fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the Fairfax Club Estates Pool, facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.
6. By signing below, I acknowledge and represent that I have read the foregoing Waiver of Liability, Indemnification, and Hold Harmless Agreement, and I agree that I understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document;

Fairfax Club Estates

7. I am sufficiently informed about the risks involved in using the Fairfax Club Estates Pool, to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same.
8. I agree that this Wavier of Liability, Indemnification, and Hold Harmless Agreement, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability, Indemnification, and Hold Harmless Agreement as a whole.
9. This waiver remains in effect until the Commonwealth of Virginia lifts all COVID-19 related mandates, Executive Orders, directives, and recommendations.

Signature

Date

Printed Name

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