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## EMERSON COMMUNITY ASSOCIATION POOL PARTY RENTAL AGREEMENT

There is a designated area for parties, a fee of \$ 100.00 and limited to two hours. All attendees must wear a wrist band provided, even if they are not swimming. All reservations must be made at least a week in advance of the party and completed with office staff. Lifeguards may not schedule or approve parties. Parties are limited to 25 people, 10 of which can be under the age of 16. All guests of the party are included in the count including swimmers and non swimmers. You may not have a party unless reservations are made and it is held in the designated area. Full names must be provided in advance for all party attendees, and ages must be provided for anyone under the age of 16.

### Permission is hereby requested by:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

For use of the Emerson Community Pool according to the following specifications:

**DATE OF ACTIVITY:** \_\_\_\_\_

**RENTAL PERIOD (TIME):** FROM \_\_\_\_\_ UNTIL \_\_\_\_\_  
*\*2 hour time slots allowed only\**

**PURPOSE OF ACTIVITY:** \_\_\_\_\_

**AREA OF POOL:** : \_\_\_\_\_  
*(Baby Pool, by the Solar Park, Street-side)*

**ANTICIPATED NUMBER OF PERSONS:** \_\_\_\_\_  
*(Parties are limited to 25 people, 10 of which can be under the age of 16)*

**RENTAL FEE CHARGE:** \$100.00

### NOTE:

*This signed Application and License Agreement should be delivered to and accompanied by payment to:*  
**Emerson Community Association**

Rental check # \_\_\_\_\_  
Amount \$ \_\_\_\_\_



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## **DISCLAIMER OF LIABILITY:**

*All persons making use of the Pool and Clubhouse and Guest Pass privileges and using any of the Community Area recreational facilities agree to abide by the rules and regulations for use of the facilities. Use of facilities is at the user's sole risk and responsibility.*

*The Association and the Declarant do not assume responsibility for any occurrence, accident or injury in connection with such use. No Owner shall make any claim against the Declarant and the Board of Directors, the Association, their servants, agents, or employees, for or on account of any loss or damage to life, limb or property sustained as a result or in connection with any such use of any of the recreational or common facilities. Each Owner shall hold the Declarant, the Board of Directors, the Association and Managing Agent harmless from any and all liabilities and any action of any nature by any tenants, guests, invitees or licensee of such Owner growing out of the use of the recreational or common facilities, except where such loss, injury or damage can clearly be proved to have resulted from and been proximately caused by the direct negligence of the Board, the Association or their agents, servants or employees in the operation, care or maintenance of such facilities. Any damage to the building, recreational facilities, or other Community Areas or equipment caused by an Owner or such Owner's guests shall be repaired at the expense of the Owner.*

## **Pool Rules**

1. No person is permitted in the Swimming Pool Area/Pool Facility unless it is officially open and the lifeguards are on duty.
2. Lifeguards are not baby-sitters. Parents are responsible for their children at all times.
3. Children under 13 must be accompanied by a parent or approved supervisor 18 years of age or older.
4. The wading pool is intended for children ages 5 and under and children must be accompanied by a parent or approved supervisor at all times.
5. One lane has been designated for persons wishing to swim laps undisturbed. Persons not swimming laps shall not swim in this lane.
6. The use of kickboards and water toys will be permitted at the sole discretion of the lifeguards and may change when determined necessary by the lifeguards.
7. The Howard County Health Department requires that children not toilet trained wear a swim diaper covered by tight fitting waterproof pants in either pool.
8. Lifeguards do not monitor the wading pool. Parents must be present at all times and are responsible for their children.
9. Alcohol and glass drink containers are prohibited. Food may not be consumed on the pool deck. Cooking or grilling in or around the pool is prohibited.
10. Pets are prohibited from the clubhouse and swimming pool areas, *unless they are certified service animals.*
11. Smoking is prohibited in the clubhouse and the swimming pool areas.
12. Radios and CD players may be played only with earphones, at a volume that does not disturb others.
13. Members are responsible for their guests. Running and rough housing around the pool is strictly forbidden.
14. All flotation devices used must be Coast Guard certified and are to be used at the sole discretion of the pool management company.



15. No diving is permitted.
16. Chairs may not be reserved for persons who leave the pool area or who are expected to arrive later. They are available on a first come, first serve basis. *Pool furniture may not be taken in the water.*
17. Proper respect and cooperation is due to the lifeguards, who are to provide for the safe and orderly operation of the pool.
18. Pool hours will be posted at the pool. The pool may be closed at any time due to weather (rain, thunder, lightning, etc.), breakdown of equipment, operational defects or other unavoidable causes.
19. Residents with open lesions or sores are not permitted to use the pool.
20. Patrons must shower before entering the pool area.
21. The lifeguards may demand any patron leave the pool area if the rules are not being followed and/or pool/Clubhouse privileges may be revoked.
22. Pool Rules and/or hours of operation are subject to modification and/or change by the Board of Directors.

Agreement Holder (s):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_



# Pool Party Reservation Form\*

(Names of all Adults attending is mandatory)

Date of Party: \_\_\_\_\_

Time of Party: \_\_\_\_\_

Name of Homeowner: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Guest List:

	<b>Guest Name</b>	<b>Age</b>
<b>1</b>		
<b>2</b>		
<b>3</b>		
<b>4</b>		
<b>5</b>		
<b>6</b>		
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