



## **Glenwood Park Pool Rules, Regulations and Operating Procedures**

### **I. Hours of Operation**

The pool is open from 6:00 a.m. to 10:00 p.m. seven days a week during swimming season. The Pool Board announces the opening and closing dates of the pool each year.

### **II. Safety Rules**

1. The pool is maintained for the enjoyment of its Members. It is the responsibility of each Member to conduct himself/herself, his/her family, his/her lessee and his/her guests in a suitable manner so as not to infringe upon the rights of other Members.
2. The pool is open from 6:00 a.m. to 10:00 p.m. during swimming season. If a party is being held at the pool for **all Members**, it may stay open past 10:00 p.m. Each Member current in his or her assessments will receive a keycard and a personalized gate code prior to the beginning of the pool season. The pool gates must be kept closed at all times. Anyone in the pool area after hours will be trespassing.
3. Swimming is at the individual's risk. There is no lifeguard on duty.
4. The water is shallow; therefore, no diving is permitted.
5. One lane will be reserved for lap swim at all times.
6. If requested by the Pool Board, the last 10 minutes of each hour may be "Adult Swim Time." Children must leave the pool.
7. No vehicle of any kind is permitted in the pool area. This includes, but is not limited to: bicycles, skateboards, skates, motorcycles, roller blades, etc.
8. Children under the age of fourteen (14) must be accompanied by a parent or guardian (16 years of age or older) in the pool area at all times.
9. No objects may be placed in the pool other than items such as floats, life preservers, beach balls and similar swimming paraphernalia. Double rafts, oversized tubes and high-powered water guns are not permitted. There is a limit of four (4) single rafts in the pool at any given time. The Pool Board is authorized to restrict or ban the use of certain flotation devices and toys, if necessary.

10. Food must be kept in the picnic area, per Fulton County Health Department regulations.
11. **GLASS IS PROHIBITED AT THE POOL. No glass or breakable containers are allowed within the pool or picnic areas at any time or during any event.** In the case that glass is broken at the pool, it will be closed for a minimum of 48 hours and will be completely drained and cleaned. The cost will be incurred by the Member responsible or covered by increased annual dues for all Members.
12. Pool furniture and equipment shall not be taken from the pool area.
13. Playing with the pool safety equipment is prohibited.
14. Pets are not allowed inside the pool or picnic areas at any time.
15. Running, rough horseplay, acrobatics, or pushing within the pool area is strictly prohibited. For safety purposes, inebriated persons posing a danger to themselves and others will be asked to leave the pool area. Members of the Pool Board are authorized to request that a Member and/or his/her guest(s) leave the pool area when, in the opinion of the Board Member, the conduct of the Member and/or his or her guest is in violation of the rules and regulations contained herein or is unduly disturbing to others in or around the pool area.
16. Each person must shower before entering the pool.
17. Pool users shall avoid washing dirt and debris into the pool.
18. After using the pool, Members and their guests shall remove any trash or litter placed by them or their guests. The litter and trash shall be placed in the appropriate receptacles. All towels, personal chairs and personal possessions shall be removed after use of the pool area. The Glenwood Park Pool Community Association, Inc. (the "Pool Association") is not responsible for any personal items left in or around the pool area.
19. The playing of radios and other audio equipment shall be done in such a manner so as not to interfere with the use and enjoyment of the pool area by other Residential Unit Owners, Occupants and guests.
20. No one is allowed to climb on the wall enclosing the pool area.
21. All persons who are not toilet trained must wear swim diapers or rubber pants over a diaper. Regular diapers which are not reinforced for swim purposes are not allowed inside the pool. Do not dispose of soiled diapers in the pool area.
22. The pool is a non-smoking environment.

### **III. Membership and Guest Policy**

1. By paying the one-time initiation fee to the Pool Association, the Member purchases a lifetime membership to the Glenwood Park Pool. Membership to the pool ends at death, upon sale of

home when specifically included, or upon resale through the Pool waiting list once all original memberships have been sold. If a Member wishes to resell his/her membership before all of the original memberships have been sold, the Member is responsible for finding a buyer for the membership and receiving Board approval for the transfer as well as a transfer agreement from the Board for use in the transaction. When a membership is sold, the incoming Member must pay a renewal fee of \$500 to the Glenwood Park Pool Community Association, Inc. Renewal fees collected will be used to build the reserve fund and cover administrative costs. The Pool Board may change the amount of the renewal fee as need arises.

2. Each membership to the Glenwood Park Pool is for a household. The household membership includes: 1) access to the pool during swimming season; 2) year-round access to the fitness center in the pool clubhouse; and, 3) year-round access to the picnic pavilion at the pool. The membership duration is lifetime, or sale of home when membership is specifically included with the sale, or other sale of membership in accordance with III.1.
3. Households consisting of one resident will always have permission to have one guest accompany them. However, the guest should be registered in the guest book.
4. In the event that a Member's residential unit is leased, either the Member or the lessee may use the membership – not both.
5. Glenwood Park businesses may purchase memberships to the Pool. A business membership is the same price as a household membership, allows the same access, and covers up to four (4) people. A business wishing to obtain membership for more than four people must purchase one membership for every four people. Each membership must list the names of the four (or fewer) employees for whom the membership has been procured.
6. Members of the pool will pay two fees: a one-time membership fee, plus an annual operating fee.
7. Each Member household/Member business shall be allowed to bring up to fifteen (15) guests during the season. Once a member has used the 15 guest passes, the member must pay \$5.00 for each guest. Payment should be dropped in the box at the pool. **All members must sign their guests into the guest book upon the guest's arrival at the Pool.**
8. Babysitter Passes: Members who hire a babysitter to care for their children can register the babysitter IN WRITING with the Pool Board for access to the pool. The babysitter must sign in at the entrance with the Members' number and is only allowed access when accompanying the Members' child(ren). Babysitters may be asked to show identification. Only babysitters registered in writing will be permitted access.

#### **IV. Reservation Policy for Pool Area and Picnic Pavilion**

1. The pool and picnic area are for use by all Members and cannot be set aside for exclusive use for a party without the consent of the Pool Board. During normal pool hours in swimming season, the picnic area may be reserved for private events, but the pool area must remain open to all Members during pool hours. Upon Board approval, the pool area may be used for private events during hours when it is considered "closed" for swimming.

2. The reservation form is attached to these rules as Exhibit A. Please remember that hosting a private party at the pool is a privilege of membership and that the rules are designed to ensure the safety, enjoyment, and comfort of everyone at the pool.
3. Reservations may only be made for parties not to exceed thirty (30) guests. Should a Member wish to host more than thirty (30) guests at the same function, that Member must submit checks reflecting twice the deposit and twice the event fee, as the case may be.
4. Reservations may only be made by Members. In the event that a Member's residential unit is leased, a reservation may be made by the lessee thereof, so long as the Member who owns the residential unit is current in the payment of assessments and other charges.
5. A reservation may not be made by a Member for another Member or lessee.
6. A reservation is made when the deposit check, event fee check, and a completed reservation form are received and approved by the Pool Board. The deposit check will be destroyed seven (7) days after the reserved date, provided that the pool area, picnic area and pool house are found to be in satisfactory condition.
7. All or part of the deposit may be forfeited if the pool area, picnic area and pool house are not satisfactorily cleaned, if there is any damage or if any of the rules and regulations have been violated. If there are any damages or charges in excess of the deposit, the Member responsible for the reservation will be responsible for the excess costs.
8. **The time limit per event in the picnic area or pool area is 3 hours** (this does not include limited set-up and break-down time).
9. A Member hosting a private event in the pool area may be required to hire a lifeguard for the event, depending on the size of the party and the number of children present.
10. The grill may not be removed from the picnic area.
11. The Member who reserves the patio for an event is responsible for ensuring that noise levels associated with the event do not disturb other residents.
12. At the end of the function:
  - i. All trash must be removed.
  - ii. Any equipment, furniture, decorations, food, etc. brought in for the party must be removed.
  - iii. Clubhouse furniture shall be returned to its original positions.
  - iv. The pool deck and picnic area must be swept.
  - v. All doors must be locked.

## **V. Pool House and Fitness Room**

1. The pool house and fitness room are open from 6:00 a.m to 10:00 p.m. 7 days a week, 365 days a year.
2. Guest policy: 1 per household, per visit.
3. Children under the age of twelve (12) are not permitted in the fitness room at any time. This includes strollers, baby carriers and children sitting inside the fitness room area while a parent/guardian is exercising.
4. Teens between the ages of 12-15 may use the fitness room equipment when accompanied by an adult who is responsible for direct supervision. An adult is defined as someone 16 years or older, and direct supervision is defined as being immediately adjacent to the machine that the child is using. The adult may be using an adjacent machine or standing next to the machine in use by the child.
5. Rubber soled shoes that cover the entire foot must be worn at all times. For health and safety reasons, sandals, spiked shoes, work boots and flip flop types of shoes are not permitted.
6. Shirts must be worn at all times. Bathing suits and jeans are not permitted in the fitness room. Wet clothes are not permitted in the fitness room.
7. Food is not permitted in the fitness room. Closed, plastic beverage containers are allowed.
8. Please be considerate of other Members, wipe down equipment after each use, and return the weights to the racks provided.
9. Cardiovascular equipment use is limited to 30 minutes when people are waiting.
10. Using a spotter when lifting weights is recommended. The fitness room is not supervised, and you are exercising at your own risk.
11. The Pool Association is not responsible for personal belongings lost or stolen in the facility.

## **VI. Parking**

1. Users of the pool for swimming, fitness room activities and/or events at the pool pavilion will share a designated number of spaces to the north of the pool, and these spaces will be labeled accordingly. Pool users may also use the on-street parking spaces near the pool.
2. Loading and unloading is permitted in the parking lot behind the pool building. However, parking is restricted to designated spaces.

**GLENWOOD PARK POOL COMMUNITY ASSOCIATION, INC.  
COMMON AREA RESERVATION REQUEST FORM**

(Submit at least two (2) weeks prior to requested event with paid fees and a completed INDIVIDUAL WAIVER, RELEASE, AND INDEMNITY AGREEMENT. You will be notified as soon as your request is approved. Submitting this request is not a guarantee that the Glenwood Park Pool will be able to accommodate your event.)

By signing the below, I agree to all provisions of this Reservation Request Form and the Glenwood Park Pool Event Rules.

Signature of Member organizing event: \_\_\_\_\_

Print Name: \_\_\_\_\_ Phone Numbers: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Time Beginning: \_\_\_\_\_ Time Ending: \_\_\_\_\_  
(There is a 3-hour time limit for all parties. All parties shall end by 10 p.m.)

Name of Group: \_\_\_\_\_

Description of Event: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of participants: \_\_\_\_\_

Number of adult chaperones if children are participating: \_\_\_\_\_  
There must be one adult chaperone per five (5) children participants. Please note that hiring a lifeguard may be required depending on the size of your party and the number of children.

**STATEMENT OF FEES**

- (i) Event Fee: \$100 (minimum 10 people, maximum 30)
- (ii) Deposit: \$200

**Please make two (2) separate checks out to the Glenwood Park Pool Community Association, Inc. One check shall include the Event Fee (\$100). The second check shall be the deposit (\$200). The Event Fee check will be deposited and the Deposit check will be held. If there is no damage to the common areas of Glenwood Park from your Event, the deposit check will be destroyed.**

**Please send completed form and 2 checks to:**  
**Heritage Property, Attn: Kyle Caldwell, 500 Sugar Mill Rd, Suite 200, Atlanta, GA 30350**

**INDIVIDUAL WAIVER, RELEASE, AND INDEMNITY AGREEMENT**

**WAIVER AND RELEASE.** In consideration of the use of the property commonly known as the Glenwood Park Pool and Picnic Area located within the common areas of Glenwood Park, a neighborhood in Atlanta, Georgia, owned by GLENWOOD PARK POOL COMMUNITY ASSOCIATION, INC., a Georgia non-profit corporation (hereinafter referred to as the "Property"), in connection with the scheduled \_\_\_\_\_ to be held on the Property (the "Special Event"), I HEREBY RELEASE, acquit, and forever discharge GLENWOOD PARK POOL COMMUNITY ASSOCIATION, INC., GLENWOOD PARK NEIGHBORHOOD ASSOCIATION, INC., GREEN STREET PROPERTIES, LLC, GLENWOOD PARK, LLC, and their owners, affiliates, shareholders, officers, directors, managers, insurers, members, employees, agents, contractors and subcontractors (collectively, the "Released Parties") from any and all rights, causes of action, suits, claims, charges, complaints, demands, liabilities, obligations, promises, agreements, controversies, damages, losses, expenses and/or costs (collectively, "Actions") of any nature whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, which I may now have, or have in the future against the Released Parties on account of personal injury, property damage, death, product hazard or accident of any kind, arising out of or in any way related to my use of the Property, in connection with the Special Event, whether that use is supervised, unsupervised, however the injury or damage is caused, including, but not limited to, the negligence of the Released Parties.

**INDEMNITY.** Without in any way limiting any of the rights and remedies otherwise available to the Released Parties, and in consideration of my use of the Property, in connection with the Special Event, I hereby agree to indemnify and hold harmless the Released Parties from and against any and all Actions of any nature whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising directly or indirectly from or in connection with my use of the Property in connection with the Special Event. Such indemnity shall include all costs, attorneys' fees and expenses actually incurred in the defense of any such claim or any action or proceeding brought with respect thereto.

**ASSUMPTION OF RISK.** I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the Property in connection with the Special Event and I am voluntarily assuming any and all risks. I understand that I will be solely responsible for any and all losses or damages that I may sustain or inflict while using the Property in connection with the Special Event, including, but not limited to, bodily injury, disfigurement, pain and suffering, partial or total disability, product hazard, wrongful death, property damage, and/or financial loss, and that by executing this Agreement, I am relieving the Released Parties of any and all liability for such losses or damages.

**OTHER.** I understand that this Agreement is to be enforced to the fullest extent permitted by the laws of the State of Georgia, and therefore if any provision hereof is found to be invalid or unenforceable, in whole or in part, then such provision shall be deemed severable, and the remaining provisions hereof shall remain in full force and effect and shall be enforced as if such provision had never been a part hereof.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS AND PROVISIONS OF THIS INDIVIDUAL WAIVER, RELEASE, AND INDEMNITY AGREEMENT, AND AGREE TO ITS PROVISIONS.**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of parent or guardian, if Participant is not of legal age

\_\_\_\_\_  
Date

**Please send completed form and 2 checks to:**  
**Heritage Property, Attn: Kyle Caldwell, 500 Sugar Mill Rd, Suite 200, Atlanta, GA 30350**