

## **Hobcaw Yacht Club Pool Rules**

The pool and pool house facilities are for the exclusive use of Hobcaw Yacht Club members and their guests.

Guests must be accompanied by a club member (parent or child member) and signed in with the lifeguard at time of entry. If guests are accompanied by a child member, then a signed note from the parent member must accompany the child member to allow the guest access to the pool. Cost per day per guest is \$1.00 and is to be paid by the accompanying member. Guests are defined as "House Guests" (out of town staying with a member) or "Local Guests".

*"House Guests" may use the pool with a member for the length of their stay.*

*"Local Guests" may use the pool with a member once per season*

### **All members and their guests must strictly adhere to all DHEC Regulations and Lifeguard instructions as well as the following policies:**

- 1- Shower before entering the pool each day
- 2- Running, horseplay, and harassment of other swimmers are not permitted.
- 3- Do not hang on the float ropes.
- 4- Swimming through lap swim lanes is prohibited at all times
- 5- Infants and non-potty-trained toddlers must wear snug plastic pants or swim diapers at all times.
- 6- Animals/pets are prohibited at Pool Facilities
- 7- Use only unbreakable containers in the pool area (no glass)
- 8- Food and drink is prohibited while in the pool
- 9- Use receptacles provided for cigarette butts and other trash.

All children (under 18 years of age) require parental completion of the club Waiver of Liability, Assumption of Risk and Indemnity Agreement (attached).

Children, ten years of age or more, who have passed the Club Swim Test\* may swim without supervision by other than the club lifeguards.

*\* jump into deep end, and tread water for 1 minute and swim 50 yards using any stroke*

Younger children, who have passed the Club Swim Test, may swim if accompanied by an adult or other caregiver 16 years or older.

Children without swim qualifications must have adult supervision at all times.

The Yacht Club reserves the right to restrict swimming privileges to any members who abuse these regulations.

Lap swimmers must obey the rules set forth in the lap swimmer agreement.

There is a 10-minute lifeguard break & Adult Swim time at the end of every hour. Adult Swim will last for ten minutes, hourly. All Members and/or their guests under age eighteen (18) must be completely out of the pool during Adult Swim. Adult Swim will not begin until all persons have complied with these Rules.

At the first indication (sound or visual) of lightning, the pool will close for at least thirty (30) minutes or at a time designated by Club Operator, Club Staff, or Lifeguards. At the first sound of thunder heard by *any* person at /or around the Pool Facilities, the pool will be vacated by all members and/or guests. NO EXCEPTIONS! All persons will remain out of the pools for thirty (30) minutes from the last sound of thunder.

The lifeguards are paid employees of Hobcaw Yacht Club. They are charged with enforcing the above rules. Their judgment shall be final in any dispute in the pool area and all members shall abide by their decisions. Lifeguards are authorized and expected to require members or guests who fail to adhere to these rules to leave the pool area. The Pool manager may suspend pool privileges. Appeal, if desired, may be made to the Board of Directors.

**Please contact the Pool Manager or Pool Committee Chairman with any questions. Contact information is located on the information board at the pool entrance.**

*Passed by Board of Directors April 27, 2009*

**WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

*PLEASE READ CAREFULLY BEFORE SIGNING*

**WAIVER/RELEASE**

I, for myself, my heirs, personal representatives, and/or assigns, do hereby voluntarily and knowingly agree to waive and release the Hobcaw Yacht Club, [hereinafter "Club"], located at 180 Hobcaw Drive, Mt. Pleasant, South Carolina 29464, its officers, agents and employees, from and against any and all claims, cost liabilities, expenses, or judgments, including attorney's fees and court costs arising from any activity of my child(ren), when in the Club pool and surrounding pool area, and hereby agree to indemnify and hold harmless the Club from and against any and all such claims. I agree to expressly assume and accept any and all risks of injury or death to my child(ren) as a result of this waiver. I recognize that the pool and surrounding pool area can be dangerous to my child and accept those dangers in contravention of the official pool policy of the Club. I understand that if my child(ren) is/are injured, this waiver will be used against me and anyone else claiming damage because of my child's injury in any legal action. I also understand that no employee or agent is authorized to modify this waiver. I hereby represent that I understand and am familiar with the nature of the activities in which my child(ren) will participate at this facility, that my child(ren) is/are in good health and that my child(ren) does/do not have physical or emotional conditions, past or present, of which I am aware that would in any way affect my child(ren)'s ability to remain safely at the pool and surrounding pool area without my presence and without the presence of a member over eighteen (18) years of age, assigned by me to accompany my child(ren), at the pool and surrounding pool area. I understand that I am responsible for immediate pickup of my child/children upon request of the Club staff should an issue arise with my unaccompanied child(ren). In case of emergency, I give my permission for emergency medical treatment of my child(ren), and for transportation to such treatment.

**ASSUMPTION OF RISK**

I further recognize that the pool and surrounding pool area, by their nature, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I understand that swimming is a *hazardous* activity, and that the risks inherent in swimming include (but are not limited to) paralyzing injuries and death. Other risks of activities at the pool range from minor injuries (scratches, bruises and sprains) to major injuries (eye injury, head injury, loss of sight, concussions, etc.).

I have read the previous paragraphs and I know, understand and appreciate these and other risks that are inherent in activities at the pool. Nevertheless, I hereby assert that my child(ren)'s unaccompanied participation in activities at the pool are voluntary consented to by me and that I knowingly assume all such risks.

**INDEMNIFY AND HOLD HARMLESS**

I also agree to indemnify and hold the Club harmless from any and all claims, actions, suits, demands, costs, expenses, damages and liability (including attorney fees) brought as a result of my child(ren)'s unaccompanied presence and participation in activities at the pool and to reimburse the Club for any such expenses incurred.

**SEVERABILITY**

I understand that this entire Agreement shall be governed and construed according to the laws of the State of South Carolina. I further expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of South Carolina, and that if any portion of these Agreements are held invalid, it is further agreed that the remaining portions of the Agreements will continue in full legal force and effect.

***I have carefully read the above, fully understand all terms contained herein, understand that I am giving up substantial rights (including my right to sue) acknowledge that I am signing this agreement freely and voluntarily, and intend by my signature to give a complete and unconditional release of all liability to the greatest extent allowed by law for myself and my minor children or children named.***

**PRINT NAMES OF ALL MEMBERS**

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**SIGNATURES**

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DATED: \_\_\_\_\_