

NPEA POOL MEMBERSHIP FORM

2023 POOL SEASON



PLEASE NOTE: All pool-related questions **must** be directed to the Newington Pool email account, newingtonpool2022@gmail.com. The neighborhood Facebook page is not affiliated with the NPEA Pool.

Family: _____ Address: _____

Primary contact #'s _____ Email Address: _____

FAMILY MEMBERS: * (defined as living in the SAME household) *****

| Names | AGE | Names | AGE |
|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

PLEASE READ THIS MEMBERSHIP FORM AND SIGN THE END OF THIS FORM STATING YOU HAVE READ IT AND WILL ABIDE BY THE RULES AND GUIDANCE.

If you have a FULL TIME paid childcare provider, complete the following (if not, skip this paragraph):
Name of Care Provider: _____ **Phone:** _____. Care providers **MUST** be 14 YEARS OF AGE OR OLDER to use the pool with your child/children. For Care Provider UNDER 18 years old provide the child's Emergency Contact Name _____ Phone: _____
 Sending your child/children with an occasional non-pool member care provider requires a guest fee for each pool visit. A care provider who attends the pool on a daily or frequent basis, and who is not a Newington resident, must be a non-NPEA pool member. Contact the pool committee for further information.

SPECIFIED POOL RULES

- The wading pool is reserved for children age four (4) and under, with direct parent supervision.
- Only one person is allowed on the diving board at a time. Diving is permitted only from the end of the board. More than one bounce per dive is not permitted. Reckless conduct or any non-diving activity on the board is not permitted.
- Balls (soft and/or made for water play only) are permitted at the sole discretion of the lifeguard. They are not allowed for play during break time.
- NO water guns are permitted in or around the pool area.
- NO chewing gum or bubble gum is allowed in or around the pool area.
- NO smoking, alcoholic beverages, intoxicants, or controlled substances of any kind are allowed in the pool area.
- NO glass containers are allowed in the pool area.
- NO ONE is allowed on the lifeguard stands except for the lifeguards on duty.
- NO ONE is allowed to distract or prevent the lifeguards from performing their duties.
- NO ONE is allowed in the storage room, pump room or lifeguard room except lifeguards or maintenance.
- Disposable swim diapers must be worn by children needing diapers.
- NO baby bottles or sippy cups are allowed in pool or kiddie pool.
- NO running or horseplay is allowed in and around the pool area.
- NO diving is allowed in any of the shallow areas.
- NO flipping, tossing, or throwing one another in the pool or into the pool.
- Pool members or their guests must notify a NPEA officer or a pool committee member of any concern regarding the improper conduct of a lifeguard or of another member or guest.
- NPEA officers and representatives have the complete discretion and authority to ask those individuals who are unwilling to follow the rules or who are unwilling to engage in safe conduct to immediately leave the pool facility.
- Violation of pool rules can result in suspension of membership **with no refund**.

GUESTS

During normal pool operating hours, any child or adult who resides in Newington must purchase a membership to use the pool. A Newington resident can never be a guest during regular pool operating hours and will be denied entry.

1. Guests from outside the neighborhood may swim for a fee of \$4.00 per person per day when accompanied by an Association pool member. Guests MAY NOT be Newington residents.
2. Pool Members are allowed to bring up to four (4) guests per day at a cost of \$4.00 per guest.
3. Each member household is allowed eight (8) waived guest fees per season. Please note that pool parties are not allowed during the day.
4. Guests must be signed in by an Association pool member.
5. Members are responsible for the conduct of their guests and will be held liable for any damages or violations.
6. Members are responsible for making sure their guests know, understand, and abide all pool rules.
7. Prior approval for more than 1 guest may be requested through the pool manager or Pool Chair. Committee Chair.
8. Violations of guest policy can result in suspension of membership.

WEATHER

NPEA Pool lifeguards will at all times follow American Red Cross guidance with respect to weather-related suspensions:

<https://www.redcross.org/content/dam/redcross/Health-Safety-Services/scientific-advisory-council/Scientific%20Advisory%20Council%20ADVISORY%20-%20Lightning%20Safety%20for%20Pools.pdf>

“IF you hear it, clear it!”

HEALTH & WELLNESS ADDENDUM:

Each member or guest is responsible for providing a safe and healthy pool environment. Everyone, individually and collectively, must actively observe the following guidance:

1. If you are sick, stay home.
2. Wash hands frequently (20 seconds with soap and water or use of a sanitizer that contains at least 60% alcohol).
3. Avoid touching of eyes, nose, and mouth with unwashed hands.
4. Cover mouth and nose when you cough / sneeze and throw used tissues away after one use.
5. Members are urged to shower prior to entering the pool.

I understand the above rules, and I understand the published NPEA Pool By-Laws and NPEA Pool Rules & Regulations. I, along with the other members in my family and my guests, will abide by all of the above specified rules, all the rules posted at the pool, and all the published rules and by-laws. I understand the NPEA cannot be responsible for the conduct of any member or guest who fails to follow the rules or who fails to conduct himself in a careful and reasonable manner. I understand that NPEA is not required to provide lifeguards, but that lifeguards, when provided, are provided as a courtesy, and cannot ensure adherence to these rules and to safe and reasonable conduct. Lastly, I have reviewed the following “WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT” or the copy located on the www.NPEASC.com website and acknowledge that I accept all risks associated with attending and using the NPEA pool area.

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

WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE THE NEWINGTON PLANTATION ESTATES ASSOCIATION (AKA NPEA), NPEA OFFICERS, NPEA BOARD OF DIRECTORS, NPEA EMPLOYEES, AND NPEA POOL COMMITTEE (COLLECTIVELY KNOWN AS THE NPEA). DO NOT SIGN THE NPEA POOL MEMBERSHIP FORM UNTIL YOU HAVE READ THIS DOCUMENT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

In Consideration of the NPEA, NPEA, NPEA officers, NPEA Board of Directors, NPEA employees, and NPEA Pool Committee. (“Released Parties”) allowing me or my family or guests to participate in any and all recreational activities or events on NPEA property (the “Activities”), I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement (the “Agreement”): I hereby represent that I am in good health, in good physical condition to participate in pool-related Activities and am not under the influence of alcohol or illicit or prescription drugs, which would impair my ability to safely participate in any Activities. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Activities. I understand and acknowledge the risks associated with the Activities, which can be dangerous. I understand that participation in the Activities involves risks and dangers that include, without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to property; exposure to extreme conditions and circumstances; accidents, contact or collision with other participants, spectators, vehicles, or natural or manmade objects; dangers arising from adverse weather conditions; imperfect conditions existing on the property where the Activities take place; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the NPEA; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown (the “Risks”). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Activities, or the acts, inactions, or negligence of the Released Parties. I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in the Activities. I agree to be familiar with and to abide by all rules and regulations established by the NPEA, and to ensure that my guests do the same, and accept sole responsibility for my own conduct and actions while participating in the Activities. I hereby release, waiver, and covenant not to sue, and further agree to indemnify, defend and hold harmless the Released Parties, together with the organizers, promoters, sponsors, advertisers, hosts, venue and property owners upon which the Activities take place. I further agree that if, despite this Agreement, I, or anyone on my behalf, make a claim for Liability against any of the Released Parties, I will indemnify, defend, and hold harmless each of the Released Parties from any such Liability that may be incurred as a result of such a claim. This Agreement represents the complete understanding between the parties regarding these issues and no oral representation, statements, or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions and that by signing the NPEA POOL MEMBERSHIP FORM, I ALSO ACKNOWLEDGE REVIEWING AND AGREEING TO THIS WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT.

ALL SALES ARE FINAL! POOL MEMBERSHIP FEES ARE NON-REFUNDABLE.

Signature of Adult Pool Member responsible for all family, friends, and guests

Date