



Green Mountain Pool/Spa Rules & User Agreement

Pool/Spa Hours

At the discretion of the Board of Directors, the pool will be open for use daily between Memorial Day and Labor Day from 7:00AM to 10:00PM for use by the Association's residents who are in good standing and their guests.

Occupancy Limits

1. Maximum Pool Capacity: 66 persons
2. Maximum Spa Capacity: 8 persons

Pool/Spa Rules

1. No smoking or vaping is permitted ¹
2. No alcoholic beverages are permitted.
3. No glass containers of any kind are permitted in the pool or on the pool deck.
4. No running or participating in horseplay is permitted.²
5. No one under the influence of drugs or alcohol is allowed in the pool or on the pool deck.
6. No one with a communicable disease or who has been ill with vomiting or diarrhea within the last two weeks is permitted in the pool.
7. No food or drink is allowed in the pool.
8. Each pool user must take a cleansing shower before entering the pool.
9. Anyone wearing diapers in the pool must wear a tight-fitting protective covering over the diaper.
10. Diapers must be changed in the designated diaper change areas.
11. Anyone refusing to obey the pool rules is subject to removal from the premises.
12. Patrons with seizure, heart, or circulatory problems should not swim alone.
13. NO LIFEGUARD WILL BE PRESENT
 - Children 12 years of age or less must be supervised by a responsible adult 18 years of age or older who must remain at the pool or on the pool deck at all times the child uses the facility.

- If an individual between 13 and 17 years of age is using the pool, at least one other person over 12 years of age must remain at the pool facility.
14. No recreational equipment, including bicycles, scooters, skateboards, or similar items, is permitted within 5 feet of the pool and spa.
 15. No animals shall be inside the pool gates, except service animals accompanying users or spectators requiring them.
 16. Any personal items left behind will be disposed of without notice to the community.
 17. No bullying, harassment, or abusive behavior is permitted.
 18. Homeowners are allowed a maximum of 2 guests per household. Guests are not permitted to bring other guests. The number of guests may be further restricted to limit overcrowding.
 19. Fires are only allowed in permanent association-provided grills for cooking food. Personal grills, BBQs or portable fire pits are not permitted. This includes, but is not limited to, **grills, fire pits, candles, torches, and any other flame-producing devices**. Violations of this policy may result in immediate removal from the area, fines, and/or additional enforcement actions as determined by the HOA and applicable fire codes.
 20. No entry into the pool area without a valid physical key or access card. This includes climbing over the fence, reaching over to unlock the gate, or allowing entry to individuals who do not have their own access credentials and are not guests.

Additional Spa Rules

1. Children under the age of six should not use the spa.
2. People with heart disease, diabetes, or high blood pressure should consult a physician before using a spa pool.
3. Women who are or might be pregnant should seek their physician's advice regarding using a spa.
4. Users must limit their stay in the spa to 15 minutes at any one session.

Access Control

1. Only Green Mountain Phase 1 & 2 association members or tenants who are in possession of a valid physical keys or access card and are in good standing may access the pool area. One access card is issued per household. One additional access card may be purchased per household.
2. Duplicating access cards or providing access to non-residents/non-guests is prohibited. Residents found doing so may have their pool/spa access suspended.
3. Accessing the pool area outside of normal operating hours is prohibited and will be reported to law enforcement.

Pool Rule Enforcement

Violation of pool rules may result in fines as defined in the association's enforcement resolution with fine schedule and/or deactivation of access card(s).

Emergency Phone and First Aid Kit

An emergency phone is located on the exterior of the building near the entrance. The first aid kit is located on the wall inside the clubhouse.

Members will be assessed for any damage caused by a member or their guests, including any cost of cleaning and repairs. Any member who has received a suspension violation and attempts or is successful in accessing the pool area will be deemed to be trespassing and reported to law enforcement.

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1. ¹ **“Smoking” or “Vaping”** means the carrying, burning, lighting, or otherwise handling or controlling of any lighted cigarette, cigar, pipe, e-cigarette, vape pen or similar device containing snuff, herb, spice, marijuana, and any other plant matter or product that emits smoke, vapor, or odor.
 2. ² **“Horseplay”** means any rough, unsafe, or disruptive behavior in or around the pool area, including but not limited to running on the deck, pushing or throwing others into the water, dunking, excessive splashing, climbing on others’ shoulders, flipping into the pool, or misuse of pool equipment or furniture.

USER AGREEMENT AND RELEASE

In consideration of using the Green Mountain Community Pool, I, the undersigned, agree as follows:

1. I assume all responsibility, risks, liabilities, and hazards incident to my use of the Pool and hereby release and forever discharge Green Mountain Phase 1 Homeowners Association’s directors, officers, employees, agents, and members, past, present, and future, from all claims, costs (including but not limited to attorney’s fees), causes of action and liability for personal injury, death, or damage to, or destruction of, property arising from my or my residents’ and guests’ use of the Pool.
2. I agree to defend, indemnify, and hold harmless Green Mountain Phase 1 Homeowners Association’s directors, officers, employees, agents, and members, past, present, and future, from any and all claims, costs (including but not limited to attorney’s fees), causes of action and liability resulting from negligence or otherwise for an injury, to any person or property, suffered by me, my family members, employees, agents, guests, invitees or any member of the Association or any other person which arise from or are in any way related to my use of the Pool.
3. I assume all liability and responsibility for the actions and behavior of myself, my residents, and my guests using the Pool and agree to be personally responsible for causing all such persons to comply with the rules and regulations concerning Pool use.
4. If I need a replacement keycard for access to the pool, I understand that there will be a **\$50** charge.
5. I have carefully read and understand the Pool Rules and Regulations.
6. I have carefully read and understand this Agreement and agree to be bound by its terms.

Owner(s)Name:

Telephone Number(s):

Email Address(s):

Street Address:

Name(s) of additional people living at the home:

Owner Signature 1: _____ Date: _____

Owner Signature 2: _____ Date: _____