

Bryant Woods Homeowners Association
POOL RULES AND LIABILITY WAIVER

The Bryant Woods Homeowners Association's ("Association") Pool Rules are binding on all users and are enforceable under the Association's Declaration, Bylaws, rules and regulations, and Board of Directors ("Board") resolutions. The Pool is for the exclusive use of Association owners ("Members"), the Members' household, and invited guests.

GENERAL RULES

1. Pool Use Release and Liability Waiver Agreement

All Members, household members, and guests (including house sitters, caregivers, and babysitters) who use the swimming pool must sign the attached Pool Use Release and Liability Waiver Agreement. Members and guests must sign an agreement on behalf of minors or those who do not have the legal capacity to sign the Liability Waiver Agreement. Forms are available online at: <https://www.bwhoa.org/>

2. Posted Rules

Pool users must follow and observe all posted regulations.

3. Pool Use at Own Risk

There is **NO LIFEGUARD ON DUTY**. Use of the pool facilities is at the user's own risk and after signing and returning the Release and Liability Waiver Agreement. The Association and its representatives will not be responsible for any injury or death arising out pool use. All Members and guests must follow the "buddy system" and not swim alone.

4. Pool Etiquette and Safety

Pool users must observe all pool rules and etiquette and must be kind to others. Pool users must also follow requests from Members or Pool attendants to follow rules and remain safe. In case of emergency—call 911.

5. Pool Access

The Board will determine the pool season and hours of operation. Generally, and subject to the Board's discretion, during the pool season, pool hours will be 9:00 a.m. to 10:00 a.m. for lap swimming and 10:00 a.m. to 10:00 p.m. for general swimming. Any use of the pool outside these times will be considered trespassing. The pool may be temporarily closed for routine maintenance or equipment repair as needed to ensure the safety of all users.

6. Key Fobs

Members are required to use key fobs for entry to maintain a log of pool usage.

7. No Reserving or Holding Space

No one may reserve or hold space for others not present at the pool or pool area.

8. Showers Required

All pool users must take a cleansing shower before entering the pool.

9. Guests and Household Members

Members must accompany and supervise guests and household members at all times. Members are allowed a maximum of eight guests per Member household. Members are responsible for reviewing these rules and regulations with their guests and for the actions of their guests. Guests are not permitted to bring other guests. The number of guests may be further restricted to limit overcrowding.

10. Non-Swimmers

No one may use the pool unless they have had swimming lessons, know how to swim, or are otherwise accompanied by a "buddy" who is trained or knows how to swim. In addition, as stated in Chapter 333 of the Oregon Administrative Rules: "CHILDREN UNDER 14 -- BRING AN ADULT. Non-swimmers and children under 14 years of age need responsible adult supervision."

11. Horseplay and Disorderly Conduct Prohibited

No running on the deck, dunking, water fighting, backflips, diving in the small pool or shallow end of the big pool, horseplay, standing on the small pool divider wall, or pushing into pool is permitted. In addition, no rough or disorderly conduct, loud music, disruptive, foul, or abusive language, intoxication, or littering is permitted.

12. No Use Permitted if Sick or Symptomatic

Those who have a cough, shortness of breath, fever, chills, muscle pain, a sore throat, or any other indicator of an illness or if they have tested positive for an illness within the previous 5 days, they are not permitted to use the pool. Those who have had diarrhea or a disease communicable by water in the past two weeks are not permitted to use the pool.

13. Food and Non-Alcoholic Beverages

Food is not permitted in on the pool deck or in the pool. Non-alcoholic beverages are permitted on the pool deck (but not the pool) so long as the beverages are contained in plastic or other unbreakable container. Pool users must properly dispose of all trash in the appropriate receptacles upon leaving the facility.

14. No Smoking

Smoking or vaping is not permitted.

15. Swim Undergarments

Persons not in control of natural body functions may not use the pool unless they wear plastic or rubber leakproof garments. Disposable diapers are not permitted because they can disintegrate and clog the pool filtering system.

16. Swimming Items Allowed in the Pool

So long as they do not unreasonably interfere with other pool users, the following small and moderately sized items are permitted in the pool.

- Arm floats
- Noodles
- Float rings used as personal flotation devices
- Kickboards
- Vests
- Small pool sponge balls in good condition (Nerf)
- Pool balls
- Beach balls

17. Items Not Allowed in the Pool

Other than permitted above, no other items are permitted in the pool:

- Water/Air mattresses
- Free-floating inflatables larger than 2x2 feet
- Water/squirt guns
- Surf boards
- Sports balls
- Frisbees
- Food/Drink

18. Items Not Allowed in Pool Area

The following are not permitted in the pool or in the area surrounding the pool:

- Pets
- Glass Items
- Litter
- Smoking paraphernalia
- Food or drink (if within 4-feet of the pool)

19. Vandalism Not Permitted.

Vandalism, tampering with or abuse of property, and littering is not permitted.

POOL VIOLATION ENFORCEMENT

1. Reporting

Members should alert Board members and pool attendants about pool rules and safety violations.

2. Pool Attendant and Board Direction

Pool attendants and Board members may direct pool users to stop any unsafe behavior or use of any item that might cause harm or risk. They may also require violators and any guest to leave the pool immediately. Pool users must follow all directives and must not intimidate or threaten pool attendants or Board members.

3. Enforcement

The Board (and/or any Pool Committee) will determine any sanction for users violating these rules. Those sanctions may include suspension of the privilege of pool use until, at least, the next Board meeting.

Upon submission of a violation report, a 48-hour household suspension will go into effect to allow the Board (and/or any Pool Committee) time to conduct an investigation, including giving notice to the Member and a request for response.

In lieu of, or in addition to fines as set forth, in the Association Schedule of Dues, Fees, and Charges, the board (and/or any Pool Committee) may suspend a Member and household's pool privileges as follows:

- First Violation. Up to a two-week suspension.
- Second Violation. Up to a one-month suspension.
- Third Violation. Up to a three-month suspension.

4. Trespassing

If a person is observed on pool premises outside of pool hours or if pool privileges have been suspended, in addition to fines for pool rules, police will be called, and the Association will press charges. Violators may be subject to criminal and civil penalties.

POOL EMERGENCY ACTION PLAN

In the event of a pool emergency, the following steps should be taken:

1. **Call 911**

Those observing an emergency must call 911 and report a medical emergency at the **Bryant Woods HOA Pool, 18275 Indian Creek Drive**. The pool phone number is **(971) 713-2989**.

2. **Exit Pools**

All pool users must immediately exit both pools and wait on the grass until further notice. Upon notice, users must leave the pool area until further notice. The pool will be immediately deemed closed.

3. **Gate**

Direct someone to guard and open the gate. If no other person is available, the gate should be propped open.

4. **Notify Board Members or Pool Volunteers.**

After calling 911 and taking steps to provide assistance, contact a Board Member or Pool Volunteer to come to the Pool. Phone numbers will be posted at the pool.

5. **Document**

After receiving a report, the Board Member or Pool Volunteer will complete an Accident Report Form and will follow up with the injured person, family, or household.

POOL USE RELEASE AND LIABILITY WAIVER

In consideration for use of the Bryant Woods Homeowners Association (“**Association**”) swimming pool (“**Pool**”), and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, I agree to this pool Use Release and Liability Waiver Agreement (“**Agreement**”) on behalf of myself, my child under the age of 18 years of age, and my protected person as follows:

- 1. Pool Rules.** I have reviewed and will comply with all Association Pool Rules.
- 2. Risks.** I, my child, and/or my protected person are voluntarily choosing to use the Pool. I understand and acknowledge that using the Pool might involve risks that include bodily injury, partial or total disability, psychological injury, pain, suffering, sickness, paralysis, and death, as well as damage or destruction of personal property (“**Risks**”). I also understand and acknowledge that the social, psychological, and economic losses or dangers can be severe and that not all risks or dangers may be known or reasonably foreseeable at this time.
- 3. Viral Transmission.** I understand that viruses are easily transmittable and that viral infection can occur. By voluntarily using the Pool, I am knowingly and voluntarily subjecting myself to possible viral exposure and its consequences. I will undertake all reasonable measures to protect myself and others who use the Pool from exposure or infection.
- 4. Release.** I **RELEASE, WAIVE, AND DISCHARGE**, the Association, its respective directors, officers, agents, legal counsel, employees, contractors, staff, managers, management company, volunteers, representatives, and their predecessors, successors, and assigns (collectively, “**Releasees**”) from and all liability, negligence, claims, demands, losses, or damages that I, my child, or my protected person suffer arising from or related to any of the Risks. I further warrant, covenant, and agree that the release, waiver, and assumption of the risk contained herein is binding on anyone who makes a claim against any of the Releasees on my, my child, or my protected person’s behalf resulting from any injuries or death that I, my child, or my protected person may incur or suffer.
- 5. Indemnification.** I agree to **INDEMNIFY, DEFEND, AND HOLD THE RELEASEES HARMLESS** from any and all claims demands, suits, judgments, losses, or expenses of any nature whatsoever (including, without limitation, attorneys’ fees, costs, and disbursements, whether of in-house or outside counsel, and whether or not an action is brought, on appeal, or otherwise) arising from or related to my, my child, or my protected person’s Pool use and the associated Risks.
- 6. Acceptance.** I accept the responsibility for all losses or damages resulting from Pool use and any risks or dangers involved in my Pool use. I also accept that Releasees are not responsible for errors, omissions, acts, or failures to act of any person (including swim instructor), party, or entity conducting a specific Pool event or activity. If I, my child, or my protected person requires medical care or treatment, I authorize the Association to provide all emergency medical care deemed necessary, including first aid, CPR, use of AEDs,

emergency medical transport, and sharing of medical information with medical personnel. I also agree to assume all costs involved and agree that I am financially responsible for any costs incurred because of treatment. I am aware and understand that as a condition of Pool use, I must carry health insurance for myself, my child, or my protected person. I also accept and agree that I will be responsible for and will pay for any damage to Association equipment or facilities caused by me, my child, or my protected person.

7. Covenant Not to Sue. I **COVENANT NOT TO SUE** or bring any claim of any kind against Releasees arising from or related to Pool use and the Risks or damage or loss to personal property.

8. Trial Waiver. I **KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY OR BENCH TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT.** I acknowledge that this waiver was negotiated and is a material inducement to Releasees permission to use the Pool.

9. Binding Effect. This Agreement will remain in effect for any Pool use, including the initial use and any subsequent use at any time, until it is revoked in writing and approved in writing by the Association. It is my express intent that this Agreement binds any assigns and representatives and is deemed a **RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE** the Releasees.

10. Interpretation. This Agreement will be construed, interpreted, and controlled according to the laws of the State of Oregon.

11. Acknowledgment. By signing this document, I acknowledge and represent that I have read this Agreement, that I understand it, and that I sign it voluntarily as my own free act and deed with the understanding that I have given up substantial rights. I also acknowledge that no oral representations, statements, or inducements, apart from this Agreement, have been made, that I am at least 18 years of age and fully competent, and that I execute this Agreement for full, adequate, and complete consideration and intending to be bound by this Agreement.

Name & Address	Signature	Date

Child(ren)'s or Protected Person's Name(s)

Emergency Contact Person(s)	Phone Number(s)	Email