

WILLOWBROOK HOMEOWNERS ASSOCIATION

Pool Rules and Regulations

HOURS: Monday thru Sunday 12:00 PM to 8:00 PM

The following rules have been revised and established for the benefit of all users of the Pool to assure the safe operation of the Pool facilities and to provide enjoyable recreation for all. Patrons are requested to cooperate in observing these rules. The Pool company employees and members of the Board of Directors have authority to enforce all Pool rules. Patrons violating swimming rules are subject to the revocation of their use of Pool area privileges.

The Board of Directors, Management Company, and Pool Management Contractors reserve the right to refuse admittance into any Willowbrook HOA recreational facility when the capacity of the area has been reached or when otherwise deemed necessary for the health, welfare, or safety of its patrons.

The Association and the Board will not be responsible for enforcing social distancing measures or safe practices by users of these amenities.

Pool Rules:

Residents use the Pool facilities at their own risk. The Association, the Board of Directors, its agents, or assigns assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property.

Anyone who is experiencing symptoms of COVID-19 (including fever, cough, shortness of breath, headache, muscle/body aches, loss of taste/smell, sore throat, runny nose, nausea, vomiting, or diarrhea) is required to avoid use of these amenities and seek medical attention.

1. The Pool facilities are reserved for residents and guests of Willowbrook ONLY.
2. Each resident must sign the COVID waiver and send a copy to the Management Company to keep on file prior to being granted access to the Pool. Once received their access card will be activated.
3. Residents must sign in and out any guests. All guests must sign a Covid Waiver.
4. Any unvaccinated residents or guests (except under the age of 2) are required to wear a mask while on the Pool deck, or when entering the restrooms or Clubhouse. Masks should not be worn while swimming.
5. Residents and guests must use hand sanitizer to properly clean their hands prior to entering the Pool facility.
6. Residents and guests are required to wipe down lounges, chairs, tables, and other furniture prior and after using.
7. Patrons should maintain a minimum distance of six (6) feet from other patrons.
8. Proper attire is required.
9. Anyone under the age of 12 must be accompanied and supervised by an individual 16 or older.
10. Neither the Willowbrook HOA, Community Management nor Association assumes liability for injuries or damages. Due to the strenuous nature of some Pool activities, participants are advised to consult a physician prior to conducting such activities. Pool related activities present certain inherent risks and hazards which participant assumes.
11. No person is permitted in the Swimming Pool Area/Pool Facility unless it is officially open, and the lifeguards are on duty.
12. Persons under the influence of alcohol or drugs will not be permitted in the Pool complex or in the surrounding area, as determined by the Pool Management Staff.
13. No person within the Pool grounds shall behave in such a manner as to jeopardize the safety and health of himself/herself or others. Such behavior, including abusive or profane language and excessive public displays

of affection, shall be grounds for expulsion.

14. Loitering will not be permitted on the Pool grounds or within any of its facilities.
15. Any injury occurring in the Pool area must be reported to the lifeguards on duty immediately. Call 911 in case of emergencies.
16. Pool company employees, Board Members, management, and contractors are the only person allowed in the guard room, filter room, mechanical room, and storage room.
17. The use of cameras, video cameras or any device containing camera equipment of any kind is prohibited in all bathrooms and changing facilities.
18. Running, boisterous or rough play, pushing, acrobatics, dunking, wrestling, splashing, yelling, diving, or jumping haphazardly, snapping of towels, improper conduct causing undue disturbances in or about the Pool area or any acts which would endanger any patron are prohibited.
19. Spitting, spouting of water, blowing nose, or urinating in the Pool is prohibited.
20. Non-swimmers must remain in shallow water (chest deep or less).
21. **No diving** is permitted.
22. Only persons that have been certified by the American Red Cross to teach swimming may utilize the Pool to provide swimming instruction. No activity for private gain is permitted at any time.
23. The Association requires that children not toilet trained wear a **swim diaper covered by tight fitting waterproof pant or a swimsuit** in either Pool. Absolutely no changing of diapers on the Pool deck.
24. Noodles, infant life vests, water wings that are Coast Guard certified are acceptable at the sole discretion of the Pool Management Company.
25. Glass drink containers are prohibited. Only plastic, unbreakable, spill proof containers or bottles are allowed.
26. Pets are prohibited in the Pool area.
27. Smoking is prohibited in the Pool area.
28. Radios, CD players, iPod and MP3 Players may be played only at a volume that does not disturb others.
29. Chairs may not be reserved for persons who leave the Pool area. They are available on a first come, first serve basis. Please return chairs to their original position and clean around you before leaving the Pool area.
30. Proper respect and cooperation are due to the lifeguards and attendants, who are to provide for the safe and orderly operation of the Pool.
31. The Pool may be closed at any time due to inclement weather (rain, thunder, lightning, etc.), breakdown of equipment, operational defects, or other unavoidable causes.
32. For the protection of all Residents, admission to the Pool area may be denied for Residents or Guests with open lesions, sores, infections, skin abrasions or contagious conditions.
33. The lifeguards may demand any patron leave the Pool area and Pool privileges may be revoked if the rules are not being followed.
34. Changes to the Pool Rules and Regulations and/or hours of operation are at the sole discretion of the Board of Directors and subject to modification and/or changes by the Board of Directors.
35. Any member delinquent in payment of their HOA assessments will not be granted access to the Pool.

IN CASE OF EMERGENCY CALL 911

Guests are defined as person(s) who do not reside in Willowbrook.

COVID Waivers must be completed in full and sent to:

Drop off or mail: Sequoia 15415 Elizabeth Burbage Loop Woodbridge VA 22191 or

Email to esmith@sequoiamgmt.com or lcurtis@sequoiamgmt.com

You may also contact the Management office at 703-803-9641 ext. 303

DISCLAIMER OF LIABILITY:

All persons making use of the Pool and using any of the Community Area recreational facilities agree to abide by the rules and regulations for use of the facilities. Use of facilities is at the user's sole risk and responsibility.

*The Association does not assume responsibility for any occurrence, accident, or injury in connection with such use. No Owner/Resident shall make any claim against the Board of Directors, the Association, their servants, agents, or employees, for or on account of any loss or damage to life, limb or property sustained as a result or in connection with any such use of any of the recreational or common facilities. Each Owner/Resident shall hold the Board of Directors, the Association and Managing Agent harmless from any and all liabilities and any action of any nature by any tenants, guests, invitees or licensee of such Owner/Resident growing out of the use of the recreational or common facilities, except where such loss, injury or damage can clearly be proved to have resulted from and been proximately caused by the direct negligence of the Board, the Association or their agents, servants or employees in the operation, care or maintenance of such facilities. **Any damage to the building, recreational facilities, or other Community Areas or equipment caused by an Owner/Resident or such Owner's/Resident's guests shall be repaired at the expense of the Owner/Resident.***

Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

Willowbrook Homeowners Association, Inc., hereinafter referred to as the "Association" and its Board of Directors hereinafter referred to as the "Board" cannot prevent you [or your child(ren)] from becoming exposed to, contracting, or spreading COVID-19 while utilizing the Association's services or premises.

The Association and the Board expect users of these amenities to practice appropriate social distancing and to follow guidelines for safe practices, including but not limited to use of masks, sanitizing hands, and sanitizing furniture and equipment. The Association and the Board also expect anyone who is experiencing symptoms of COVID-19 (including fever, cough, shortness of breath, headache, muscle/body aches, loss of taste/smell, sore throat, runny nose, nausea, vomiting, or diarrhea) to avoid use of these amenities and seek medical attention. **The Association and the Board will not be responsible for enforcing social distancing measures or safe practices by users of these amenities.** By signing this Waiver, you acknowledge that your use of these amenities is at your own risk.

Pool: Anyone requesting use of the pool amenities must sign and turn in this waiver, prior to use. Facility days and hours may be reduced to a schedule determined by the Board. All users of the pool amenities must comply with all rules and posted signs. No one under the age of 12 will be permitted without supervision from an individual 16 or older.

ASSUMPTION OF RISK: I have read and understand the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself [and/or my child(ren)] in order to utilize the Association's services and enter the Association's premises. These services are of such a value to me [and/or to my child(ren)] that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize the Association's services and premises in person.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release, waive, and discharge my right [and/or my child(ren)'s right] to bring suit against the Willowbrook Homeowners Association, Inc., (the Association), their owners, officers, directors, manager, officials, agents, employees, independent contractors or other representatives

(Collectively the "Released Parties") in connection with any and all liability, claims, demands, actions, and cause of action whatsoever, directly, or indirectly arising out of or related to COVID-19, whether caused by the negligence of the Released Parties, or any third party using the Released Parties services, amenities, and premises. I understand that this waiver means I give up my right [and/or my child(ren)'s right] to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I [and/or my child(ren)] may have to seek damages, whether known or unknown, foreseen or unforeseen.

INDEMNIFICATION: I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by me or on my behalf [and/or on my child(ren)'s behalf] against any of the Released Parties due to any injury or death whether caused by the negligence of the released parties or otherwise specifically related to COVID-19.

CHOICE OF LAW: I understand and agree that the law of the State of Virginia will apply to this contract. If any provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver of Liability as a whole.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISKS AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

Signature: _____ Date: _____

Name (printed): _____

Signature: _____ Date: _____

Name (printed): _____

Home Address: _____

Email Address: _____

Phone Number: _____

I am the parent or legal guardian of the minor named below. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release.

Name of Minor(s): _____

Signature of Parent/Legal Guardian: _____ Date: _____

Name (printed) of Parent/Legal Guardian: _____