

# *Traverse Mountain Pool Rules and Regulations*

Traverse Mountain Master Association (TMMA) - Revised January 2019 Access Code: 6259

This is a family-oriented facility and proper conduct and appropriate swimwear and exercise wear should be adhered to so that we may provide a family atmosphere to those in attendance.

1. **Hours of Operation;**

|  |                               |
|--|-------------------------------|
| <b>Monday – Friday</b> .....                     | <b>6:00 a.m. - 10:00 p.m.</b> |
| Lap Swim (No Life Guards, ages 15+).....         | 6:00 a.m. - 7:30 a.m.         |
| Swim Team Practice (ages 6+).....                | 7:45 a.m. - 8:45 a.m.         |
| Swim Lessons (No swim lessons on Saturdays)..... | 9:00 a.m. - 11:00 a.m.        |
| Open Swim .....                                  | 11:00 a.m. - 8:30 p.m.        |
| Lap Swim (No Life Guards, ages 15+).....         | 8:30 p.m. - 10:00 p.m.        |
| <b>Monday – Friday</b> .....                     | <b>6:00 a.m. - 10:00 p.m.</b> |
| Lap Swim (No Life Guards, ages 15+).....         | 6:00 a.m. - 9:00 a.m.         |
| Pool Maintenance .....                           | 9:00 a.m. - 11:00 a.m.        |
| Open Swim .....                                  | 11:00 a.m. - 8:30 p.m.        |
| Lap Swim (No Life Guards, ages 15+).....         | 8:30 p.m. - 10:00 p.m.        |
| <b>Sunday</b> .....                              | <b>12:00 p.m. - 6:00 p.m.</b> |
| Open Swim .....                                  | 12:00 p.m. - 6:00 p.m.        |

2. **Season.** The pool will be open from Memorial Day weekend through Labor Day weekend. However, the season may be extended depending on budget and lifeguard concerns.

3. **Special Closings.** By the sole discretion of facility management, the pool, clubhouse and fitness center may be closed for maintenance or special events.

4. **Membership/Residence. Membership/Residence is determined to be the Property/Home Owner; however, if the residence is leased, (Lessor) Lessor has the right to relinquish membership to Lessee for Pool/Club House facilities only.**

i. **Authorized Family Members.** Each residence shall designate qualified members of his or her household who will be authorized to use the Clubhouse Facilities, which may include persons permanently residing in the home and in good standing. Each such authorized person is subject to all of the terms, provisions, conditions, covenants, rights, privileges, duties and obligations set forth in the governing documents, TMMA (“Traverse Mountain Master Association”) Agreement and these rules. Unless the context clearly requires otherwise, the term Resident herein will include **Home Owner unless Lessor relinquishes resident status to Lessee for purpose of the use of pool and club house facilities.**

ii. **Minors.** The safety, welfare and behavior of minors in the Facility are entirely and at all times the responsibility of their parents, guardians, and/or adult in-house care provider, or other responsible adult Resident. Persons fourteen (**14**) **years of age and younger** may use the facilities with guardian approval provided, however, their activities and use of the facilities must always be supervised at the facility by a parent, guardian, or other responsible adult Resident, even if a Facility employee is present. Patrons are not permitted to make unreasonable amounts of noise; bother, annoy, or disturb other Residents or their guests; create a nuisance; interfere with the quiet and peaceful enjoyment of the premises; or damage property.

- iii. **Care Providers.** One adult care provider may be authorized to access and use the Facility. The Care Provider **must be an adult and registered with pool office and must sign necessary release forms** in order to provide care or assistance to a Resident under his or her care. Such access is limited to those times when the care provider is actually assisting a Resident. If adult Resident accompanies care provider, the care provider must pay a fee of \$5.00 and will count against the Resident's paid allotment.
- iv. **Membership Cards.** All residents will register and have a photo taken, only those 15 and above will be issued an access card. Each Resident shall present his or her membership card upon entry to the Facility. A Resident is responsible to pay the fee **(\$20.00)** to replace any lost or duplicate membership cards. Membership cards may not be given or loaned to a non-resident, except a care provider registered with the residence. Any attempt to do so shall be sufficient reason for management to suspend privileges and confiscate the card. In the event a membership is suspended, terminated or otherwise declared inactive, the Resident shall deliver all membership cards to the facility manager.

5. **Guests.**

- i. **Resident Member Responsibility.** Guests must be accompanied by a Resident Member. Residents are responsible to ensure that their guests follow the governing documents, membership agreement, and these rules. Residents are responsible at all times for the behavior, acts, and omissions of their family members and guests while on facility property.
- ii. **Guest Privileges.** Guest privileges consist of admission to and use of the Facilities by any authorized person who is not a Resident Member. A guest may enjoy no greater privileges than the accompanying Resident Member.
- iii. **Guest Passes.** Each residence/household with less than four residents living in the home will be allotted additional entries per day up to a maximum of 4 which will not require use of their guest passes and will cost no additional fees. (examples: a household with just 2 residents living in the home will be allowed 2 additional entries per day to reach the maximum of 4, a household of 3 residents living in the home will be allowed 1 additional entry per day to reach the maximum) All other households with greater than four residents permanently living in the home will follow the definition of Member/Resident in #4 above when registering their household and be permitted entry for all those permanently residing in the home. Each Residence will also be allowed **10 guests** per season at no cost. Each household will be allotted an additional **10 paid guests** per season at \$5.00 per person for those 12 and above and \$4.00 per person for those 11 to 4 and **FREE** for those 3 and under. **The spirit and intent of this rule is to maintain the exclusivity of the facility while allowing all Residents to entertain guests without disadvantaging fellow residents.**

**Guest passes will not be accepted for classified holidays.**

**These holidays are:**

|                         |                                      |
|-------------------------|--------------------------------------|
| <b>Memorial Day</b>     | Last Monday in May                   |
| <b>Independence Day</b> | July 4 (pool rooms reserved by TMMA) |
| <b>Pioneer Day</b>      | July 24                              |
| <b>Labor Day</b>        | First Monday in September            |

**Exclusions: Does not include those that have an Activity Room Reservations.**

- iv. **Registration.** Resident and the accompanying guest or guests must register with the Facility upon entrance. Each guest must sign a guest waiver and pay the appropriate guest fees, if applicable.

6. **Standards.** All Residents, family members, and guests shall behave in a civil, courteous, and considerate manner towards other patrons and facility employees. Obscene, profane, embarrassing language and/or inappropriate behavior; attempts to intimidate, retaliate, humiliate, or disrespect others; a combative attitude and/or the failure to respond to the instructions of Facility employees will not be tolerated at the Facility. Any misconduct of a Resident or his/her family members or guests will be considered a material breach of the governing documents, Resident Member Agreement and/or these rules, and may be cause for sanctions.
7. **Treatment of Facility Employees and Staff.** Residents, family members, and guests are not permitted to reprimand, rebuke, repress, or challenge the authority or instructions of Facility employees and staff. Use of abusive, combating, or threatening language directed toward any Facility employee or staff member will not be tolerated and may be cause for sanctions. A complaint about the behavior of any employee or staff member should be reported immediately to the Facility manager.
8. **Dress Policy.** Appropriate swim attire, clean and in good condition, is required throughout all areas of the pool. Only proper swim attire may be worn in the water. Cut-offs are not permitted swim attire. Management reserves the right to refuse service to those not dressed appropriately.
9. **Pool Use.**
  - i. **Lap Pool.** Except as described in section (9(iv) below, entitled “Children”), the lap pool is reserved for adults and children swimming with an adult guardian. Children must be able to pass a designated swim test before being allowed to use lap pool. **(No life guard on duty)**
  - ii. **Showers.** All swimmers must shower using the Facility’s showers before entering the pool.
  - iii. **Capacity.** In the event the pool becomes too crowded, the Facility reserves the right to limit admission.
  - iv. **Children.** Persons using the swimming pool shall at all times comply with state law and local ordinances (the “local law”). Any child **fourteen (14) years of age and younger** must be accompanied by a responsible adult Resident or care provider. All persons swim at their own risk.
  - v. **Conflict.** If there is a conflict, incongruity, or inconsistency between the local law and these rules, the former shall in all respects govern and control. Patrons are not permitted to make unreasonable amounts of noise, bother, annoy, disturb others, damage property, create a nuisance, or interfere with the quiet and peaceful enjoyment the premises.
  - vi. **Pool Closure.** At the discretion of Facility management or the lifeguard, the pool may be closed at any time due to mechanical breakdowns, other operational difficulties, or for any other reason considered appropriate by Facility management. The pool will also be closed during electrical storms and inclement weather.
10. **Health and Safety.**
  - i. **Showering.** Shower using the Facility showers before entering pool.
  - ii. **Swimmer Health.** Admission to the pool may be refused to anyone who has symptoms of a cold, cough, inflamed eye, skin eruption, infection or any malady of a contagious nature.

- iii. **Glass Items.** Other than eyewear, glass items of any kind, including but not limited to drinks and suntan lotion bottles, will not be permitted within the swimming pool area.
- iv. **Animals.** No animals are allowed in pool or on pool deck.
- v. **Prohibited Activities.** Unsafe disturbances such as running, pushing, wrestling, ball playing, horseplay, diving, jumping, dunking other swimmers, spouting of water, expectorating or urinating, and unnecessary roughness or disturbances that endanger the safety of others are prohibited in the pool or pool area and may be assessed a fine or other sanctioned action.
- vi. **Music.** Facility management may provide music to the swimming pool area. Individual music may not be played so as to bother, annoy, or disturb other users and may only be played with adequate earphones or headphones.
- vii. **Swim Toys.** The use of goggles, masks, flippers, and dive rings may be permitted in the pool. Should the use of these devices or any other paraphernalia pose a threat to safety, the facility management may discontinue their use at its discretion. No metal or rigid plastic toys, large flotation toys, squirt guns or water toys which can be thrown (ie. Beach balls, Frisbees, etc) will be allowed in the pool.
- viii. **Flotation Devices.** Water wings, puddle jumpers and life jackets are permitted for use by children in the pool under the supervision of a parent, guardian, or childcare provider. The parent, guardian, or childcare provider must be at the pool edge or in the water with the child. Only U.S. Coast Guard approved life jackets with leg straps may be worn when jumping off the diving board. All other flotation devices are prohibited on the diving board.
- ix. **Diapers.** Any child three (3) years and under, any child not toilet trained, and any incontinent person must wear a water resistant swim diaper, swim liner, and swim wear. Swim diapers and swim liner shall have waist and leg openings fitted such that they are in contact with the waist or leg around the entire circumference. Diapers shall be changed only in restrooms or changing stations and shall not be changed on the pool deck. The person(s) who change the diaper must wash their hands thoroughly with soap before returning to the pool. The diapered person must undergo a cleansing shower before returning to the pool.
- x. **Child Supervision.** A parent, guardian, adult childcare provider, or other responsible adult (collectively “guardian”) must accompany children fourteen (14) years of age and under. The guardian is responsible for the behavior and safety of the child or children. Lifeguards and other facility employees, staff, or personnel may not be considered a guardian under any circumstances.
- xi. **First Aid.** All injuries that occur on the grounds must be reported immediately to the manager for administration of first aid. No provider of first aid, CPR, or other emergency services to a person using the pool shall be held liable on account of any action voluntarily taken in good faith. **An AED machine will be readily available for emergency use.**
- xii. **Other.** All commonly recognized rules of sanitation will be observed.
- xiii. **TMMA Not Liable.** All persons who enter the pool area do so at their own risk. The TMMA will not assume liability for any accident, injury, or death in connection with pool use or for damage or loss of property, including negligence.
- xiv. **Lifeguard.** The lifeguard will interact with the residents and guests at the pool facility and create a friendly, family atmosphere in the facility, but the lifeguard will NOT be responsible

for the safety, well being, and enjoyment of the aquatic programs and facility for all participants. Each member or guest **IS** responsible for his/her safety, well being and enjoyment of the aquatic programs and facilities. The adult member accompanying a person age 14 or younger IS responsible for said minor's safety, well being, and enjoyment of the aquatic programs and facility. Residents and guests should not congregate around the lifeguard or engage the lifeguard in unnecessary conversation while s/he is on duty. Only a lifeguard on duty may climb or sit on the lifeguard towers. When a lifeguard is on duty, the lifeguard is responsible to enforce the Rules and to preserve and the protect property. In his or her sole discretion, a lifeguard and management may close the pool or the pool area for reasons of health and safety, and may also clear the pool for brief intervals. A lifeguard and management may require any person to leave the pool and surrounding property, if, in the opinion of the lifeguard and management, such person is endangering the health, safety, or pleasure of others, or if such person refuses to abide by the governing documents, Utah law, or the Rules set forth herein.

- xv. **Restricted Areas.** Only the lifeguard and other Facility employees are permitted in the restricted areas, including but not limited to, the pump houses, on lifeguard tower and lifeguard locker room.
- xvi. **Safety Equipment and Furniture.** Safety equipment provided around the pools may be used for emergency purposes only. Pool furniture is available on a first come, first serve basis, and may not be reserved or removed from the pool area. As a courtesy, those under eighteen (18) years of age are asked to relinquish pool furniture to adults.
- xvii. **Food and Beverages.** Except for water in closed plastic containers, food and beverages are prohibited on the pool deck. *Food and beverages may be consumed on the upper food deck only.* All garbage should be disposed of in proper trash receptacles.

#### 11. **Prohibited Items and Activities.**

- i. **Unruly Behavior.** Rock throwing and climbing on trees, tables, chairs, hillsides, buildings, and planted garden beds are prohibited.
- ii. **No Smoking.** Smoking is not permitted anywhere on property.
- iii. **No Alcohol.** No alcohol will be allowed on the premises.
- iv. **No Pets.** Pets are not permitted anywhere on property.
- v. **No Gum.** Gum is not permitted to be chewed anywhere on Property. Any gum being chewed upon arrival to the Facility must be disposed of in appropriate trash receptacles.
- vi. **No Glass Items.** Except for eyewear, users may not bring glass items onto property without the prior written consent. No glass items are permitted in the swimming pool areas except for eyewear.
- vii. **Posted Signs and Restricted Areas.** Patrons must obey all posted signs. No persons other than designated Facility employees are permitted in restricted areas of the property.
- viii. **Vehicles and Parking.** Cars, motorcycles, bicycles, and other vehicles must be parked within the designated parking areas only. Bicycles are not permitted on property, other than in designated parking areas. Skateboards, roller blades, roller skates, hover boards, and scooters are not permitted on property.

- ix. **Refusal of Service.** The Facility Management expressly reserves the right to refuse service to any person with or without reason, cause, or precedent.
  - x. **Advertisements.** Residents may not post notices or advertisements of any kind on property without the TMMA and Facility Management's express prior written approval.
  - xi. **Property.** Patrons shall respect, protect, and preserve property, furniture, furnishings, and equipment. Each Resident is strictly liable for any damage to any property caused by the Resident or his or her family members or guests, including any and all expenses, collection costs, charges, and attorneys' fees incurred to repair the damage or replace the property.
  - xii. **Maintenance and Repairs.** The Facility reserves the right to close any area of the Facility for new construction and/or repairs and maintenance. The Facility also reserves the right to close, on either a temporary or permanent basis, any part of the Facility which management considers necessary, including by way of illustration, but not a limitation upon, any facility or service which management considers may endanger or threaten harm, loss, pain, or injury to any patron or employee.
  - xiii. **Locker Rooms.** Residents and guests may use day-use lockers without a fee. Items may not be left overnight in a day-use locker. Gym bags should not be left in the locker rooms overnight. Items left in a day-use locker or the locker rooms are subject to disposal at the Managements discretion.
  - xiv. **Locker Room Access.** Persons age three (3) years or older are not permitted in locker rooms designated for persons of the opposite sex. Family restrooms are available for parents or guardians with young children.
  - xv. **Facility Not Responsible.** The Facility is not responsible for the loss or theft of any items stored in lockers or left anywhere in the lockers or other property, including the parking lot. Lost items will be kept for 14 days.
  - xvi. **Classes.** The Facility may offer swim classes to the Members. Information regarding the fees and schedules for such classes may be obtained from the Pool Manager. Unapproved classes are prohibited.
12. **Food and Beverage.**
- i. **Designated Areas.** Food and beverages may be consumed in the upper food deck area only.
  - ii. **Snack Bar.** Food, beverages, and services are available for purchase.
  - iii. **Carry-In Food.** Carry-in food or beverages are allowed. All food must be eaten in designated areas only. Drinks in non-glass closed containers are permitted.
13. **Trash.** All trash must be disposed of in proper trash receptacles.
14. **Sanctions.** The Facility has several practical ways of assuring compliance with essential regulatory provisions.
- Suspension of privilege to use facilities;
  - Termination of right to use facilities;
  - Imposition of conditions, restrictions, or limits;

- Assessment of fines;
- Towing of vehicles; and
- Permanent removal of pet.