

Bradley Farm Homeowners Association Pool Area Rules and Regulations

Approved by the Bradley Farm Board of Directors on April 20, 2023.

1. Introduction

The following rules and regulations have been approved by the Bradley Farm Board of Directors to provide for the safety and enjoyment of visitors and staff members of the Bradley Farm Pool Area ("Pool Area"), which includes the parking lot, pool house, locker rooms, pool deck, common areas and swimming pools. All visitors and guests are expected to follow these rules and regulations during their visits to the Pool Area. Admission to the Pool Area constitutes acceptance of these rules and regulations, and violations of these rules and regulations will be managed in accordance with the bylaws, declarations, and processes and procedures of the Bradley Farm Homeowners Association ("Association").

2. Pool Operating Hours

The Bradley Farm Pool Area will open on Memorial Day Weekend each year and will close following Labor Day weekend. During the pool season, the following operating hours will be observed:

School Hours

The pool will operate with School Hours when Fairfax Public Schools are in-session at the beginning and end of the pool season. School Hours begin on Memorial Day Weekend and continue through the last day of the Fairfax Public School District school year. School Hours resume on the first day of school for the Fairfax County Public School District and continue through Labor Day Weekend. When School Hours are in effect, the Pool Area will operate with reduced weekday hours as follows:

- **Monday - Friday: 4:00 pm to 8:00 pm**
- **Saturday and Sunday: 11:00 am to 8:00 pm**

Summer Hours

Summer hours will be in effect during the Fairfax Country Public School District summer break. During summer hours, the Pool Area will operate with a standard schedule as follows:

- **Monday - Sunday: 11:00 am to 8:00 pm**

Non-Standard Hours

During the pool season, operating hours may be adjusted due to planned holidays (such as Independence Day and Labor Day) and events (including Wednesday evening swim meets), as well as unplanned issues, such as weather or maintenance.

An Operating Calendar for the Pool Area will be published each year to identify opening and closing dates, normal operating hours, and days when the pool hours will change due to planned events. The approved pool calendar will be published online at <https://www.bradleyfarm.org/pool> and posted at the pool area each year.

3. Pool Privileges

Pool privileges are available to all members of the Association who are in good standing. Homeowners who rent their properties may assign their pool privileges to their renters. Homeowners or renters who wish to use the pool must register for a pool pass on an annual basis. Registration for pool passes is available for all family and household members residing at a Bradley Farm address during the pool season. Pool pass registration procedures, dates, and deadlines will be communicated to residents each year before pool season begins. If you have questions about whether someone in your household is eligible for a pool pass, please contact the Association by calling (703) 631-7200 or sending a request via the TownSq app.

Residents and guests who use the Pool Area do so at their own risk. Residents will be asked to sign a waiver of liability during the registration process, and guests will be required to accept this agreement prior to accessing the pool area.

Pool Pass Types

Residents who register for a pool pass will be issued either a Standard pass or a Junior pass, depending on the age of the resident as of September 30th of the current year. Children under the age of 12 will be issued a Junior pass. All other residents aged 12 and over will be issued a Standard pass.

Standard Pass (Age 12 and over)

A standard pass allows the resident to enter the pool area unaccompanied. The resident may also sponsor guests who are not Bradley Farm residents for admission to the pool. All guests must be accompanied by their sponsoring resident during their visit to the Pool Area.

Each household (i.e., address) may sponsor up to six (6) guests to the pool area each day. Any resident of a household who has been issued a Standard Pass may sponsor guests up to the daily limit for their household (i.e., the daily limit applies jointly to all residents of the household, not each of the residents individually).

Junior Pass (Children under 12)

Children with a Junior Pass may enter the Pool Area accompanied by a responsible caregiver that can pass a swim test and has a valid Standard pool pass. Caregivers who accompany children must remain with the child during their visit. Children with a Junior Pass may not sponsor guests for pool admission.

Pool Admission

Upon arrival at the Pool Area, residents must check-in with the staff member on duty in the lifeguard office. Residents may provide their last name or household number to check-in, and verification of identity, confirmation of pool pass types, and registration of guests will all be completed electronically by pool staff.

Lifeguards may ask pool visitors to complete a swim test before they are allowed to wade unaccompanied into water that would submerge them above the shoulders, or at any time the lifeguard on duty has reason to believe that a swim test is necessary to gauge proficiency for safety reasons.

4. Guidelines and Rules

All visitors to the pool area are responsible for adhering to the following guidelines and rules, and admission to the pool area constitutes acceptance of this agreement. If additional rules need to be instituted by the Association on a temporary basis, they will be posted conspicuously in the Pool Area.

Residents who admit guests to the pool area are responsible for the conduct of their guests and may be held accountable for their guests' behavior.

Adults who accompany minors into the pool area are responsible for the conduct of the minors they accompany and may be held accountable for the behavior of those minors.

Community Guidelines for Conduct in the Pool Area

- Please secure bicycles, scooters, and other wheeled vehicles that are not used for mobility or transportation of young children at the bike rack before entering the pool house.
- When visiting the pool area, please remain within the fenced areas.
- Please treat pool staff, including lifeguards, with courtesy and respect.
- Please do not distract the lifeguards or impede their ability to perform their job.
- Please notify the pool staff if you see items in need of attention or maintenance.
- The only designated smoking area in the Pool Area is located next to the benches between the parking lot and the entrance to the pool house.
- Food may not be consumed within 10 feet of the edge of the pool. Please only consume food in designated picnic areas.
- Please dispose of trash and retrieve all personal items when you leave the pool area.
- If you are injured while using the pool, please report your injuries to a member of the pool staff.
- Persons who appear to be under the influence of alcohol or drugs will not be permitted in the Pool Area.
- Please shower before swimming.
- Please use foot showers to remove dirt from your feet before entering the pool.
- Visitors who are taking medication must have authorization from their physicians to swim.
- The lap lane is reserved for lap swimmers. Please do not play in the lap lane.
- Pool toys may not be left unattended in the swimming pool or pool area. Unattended pool toys and equipment may be removed by pool staff.
- Pool toys or equipment that inhibit lifeguards from monitoring the pool area are prohibited. Examples may include toys that obscure the bottom of the pool or prevent views across the pool.

Pool Rules

The following rules must be adhered to during visits to the Pool Area:

- All swimmers must wear clean and colorfast attire that will not impede swimming ability.
- Visitors who are not toilet trained, such as infants, children, or incontinent adults, must wear swim diapers under their swimsuits.
- Adults must supervise children in the wading pool. There is no lifeguard on-duty at the wading pool.
- Adults must remain within arm's reach of children who cannot swim.
- Any personal floatation devices used by guests who cannot swim must be coast guard approved.
- Diving is only permitted in the diving well.
- Only one person is allowed on the diving board at a time.
- Divers must wait until the diving well is empty of swimmers before diving.
- Only one bounce is permitted on the diving board. No cartwheels or handstands.
- Divers must dive straight off the end of the diving board.
- Divers must swim directly to the ladder after diving and exit the diving well.

Prohibited Activities

The following activities are prohibited in the pool area:

- Any Illegal activities
- Public intoxication or acting in a disorderly manner while under the influence of alcohol, or legal or illicit drugs
- Possession of glass bottles, glassware, or any other breakable objects
- Bringing wheeled vehicles, other than mobility devices, strollers or wagons/carts, onto the pool deck
- Admission of animals, other than service animals, to the pool area
- Smoking outside of designated smoking area
- Eating food within 10 feet of the edge of the pool
- Playing loud music
- Use of projectile toys
- Use of offensive, discriminatory, or hateful language
- Running in the pool house or on the pool deck
- Wrestling, fighting, or other rough or unruly play, whether in the water or out of the water

- Climbing or playing on fences, lifeguard stands, or pool area furniture
- Trespassing in the yards of houses adjacent to the pool area
- Destroying or causing damage to pool complex facilities or equipment
- Possession or use of firearms or explosive devices

Enforcement of Rules

The Association contracts with a pool management company for the daily operation and maintenance of the Bradley Farm Pool. The staff members of the Bradley Farm Pool, including lifeguards, supervisors, and managers of the pool management company, are responsible for the enforcement of the pool rules, including informing visitors of any rule infractions, removing visitors from the pool area for rules violations, and referring incidents to the Association for additional administrative action.

Visitors to the pool area may be removed by the pool staff if repeated warnings about violations of pool rules are not followed. Visitors may also be removed from the pool if they act in a way that endangers other visitors or threatens damage to property. Decisions about whether to remove a visitor for rules violations will be made at the discretion of the manager or supervisor that is on duty at the time.

5. Acknowledgement and Waiver of Liability

Residents will be required to sign the following acknowledgement and waiver of liability during pool pass registration prior to using the pool area. Guests will also be required to sign this acknowledgement and waiver of liability during the guest check-in process at the pool office.

1. I agree that I am personally responsible for my safety and actions while using the Bradley Farm pool and pool deck and areas surrounding the pool and the barn, including locker rooms and parking lots (hereinafter collectively the "Pool Area"). I agree to comply with all Bradley Farm Homeowners Association, Inc. (hereinafter "HOA") policies and rules, including the most recent version of the Pool Area Rules and Regulations, as well as posted signage and instructions from the HOA directors, agents, and employees. I agree that the HOA reserves the right to suspend myself and my family's access to the Pool for not complying with the HOA's policies and rules. Because the Pool is used and staffed by other people, I recognize I may be putting myself and my family at a greater risk of contracting communicable diseases, including the COVID-19 virus.
2. I realize that participating in any physical activity is a taxing and potentially hazardous activity, where sanitation measures cannot be guaranteed. With a full appreciation of all the risks involved, which may include, but is not limited to close contact with other participants, falls, personal injuries, sickness, death, disability, exposure to the COVID-19 virus, and damage to tangible or intangible property, I, for myself and on behalf of my spouse, family, heirs, executors, assigns and personal representatives, hereby forever release, waive, discharge and covenant not to sue the HOA, its board members, officers, agents, affiliates, employees, successors and assigns (hereinafter collectively the

“Released Parties”) from any and all liability, claims, demands, actions and causes of action whatsoever, whether caused by the negligence of the Released Parties, or any third-party using the Pool, while participating in any activity in, on or around the Pool.

3. I agree to indemnify, defend, and hold harmless the Released Parties from and against 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 or against any of the Released Parties due to my or my family's use of the Pool, whether caused by the negligence of the Released Parties or specifically related to the COVID-19 virus, which shall include the costs of any added sanitation if so required in writing by the HOA.
4. By signing below, I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily of my own free will, on my personal behalf and that of all my family members who may elect to use the Pool, including without limitation the release of liability and indemnification requirements contained in this Waiver of Liability. I am sufficiently informed about all of the risks involved; no oral representations, statements or inducements, apart from the foregoing written Waiver of Liability have been made. I am over eighteen (18) years of age and fully competent, and I execute this Waiver of Liability for complete consideration fully intending to be bound by the same. I agree this Waiver of Liability shall be governed and construed in accordance with Virginia law, and if any provisions herein are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed to be modified to the limited extent required to permit enforcement of this Waiver of Liability as a whole. This Waiver of Liability remains in effect until September 30, 2023.