

**TUCKAHOE VILLAGE WEST RECREATION ASSOCIATION
RULES FOR RENTING THE POOL**

- Only members at least 21 years of age and in good standing may rent the pool.
- A member must contact Ed at least fifteen (15) days prior to the event to determine if the pool is available for rental and to insure lifeguards can be scheduled through SwimMetro. **You must contact or Ed to reserve the pool. Ed will enter your name on the rental calendar upon receipt of the TVWRA Pool Reservation Form, the SwimMetro Lifeguard Request Form, and all fees. TWVRA will forward the completed Lifeguard Request Form to SwimMetro.**
- The attached Pool Reservation Forms must be completed in full and returned with the \$65 rental fee, the \$65 damage/cleaning deposit, **and** the lifeguard check (all three checks made payable to TVWRA) once the reservation is confirmed at least fourteen (14) days prior to the event. Any reservations paid with less than 14 days notice are subject to up to a \$50 late notification fee, payable to SwimMetro. Please refer to the SwimMetro Lifeguard Request Form for that fee schedule.
- Provided the member renting the pool submits the completed Pool Reservation Forms and pays the rental fee, damage deposit, and lifeguard fee at least 14 days prior to the event, TVWRA will notify SwimMetro no less than 10 days prior to the event that lifeguards are needed for the scheduled party. SwimMetro will secure certified SwimMetro lifeguards to be on duty for any private pool party. The following scale **must** be used to determine the number of lifeguards required.

Number People Attending	Number Lifeguards Required
1 to 75	3
76 or more	4

- One adult chaperone is required for every ten people attending any party for children or teenagers under the age of 18. The sponsor must provide the names of these chaperones at the time the pool is reserved.
- The member renting the pool agrees to pay SwimMetro \$25 per lifeguard per hour for each hour scheduled, including any time spent cleaning up after a party (estimate 15 - 30 minutes). This fee is due **no later than** 48 hours prior to the start of the party (penalties applied by SwimMetro if paid later than 14 days before the event).
- **Cancellation Policy:** An event can be cancelled without penalty provided that the member renting the pool provides Ed at least 3.5 hours notice before the scheduled start of the event so that TVWRA can give SwimMetro the three (3) hours notice required. Any cancellations made with less than three hours notice to SwimMetro are subject to a \$25 per scheduled lifeguard cancellation fee.
- It is the responsibility of the member renting the pool to assist the lifeguard clean the pool facilities, including bathrooms and dumping of any trash into the dumpster. The party must end no later than 11:00 pm, and everyone must be out of the area by 11:30 pm. The lifeguards' hourly fees apply until the pool is clean and the doors are locked.
- All TVWRA Rules and Regulations included on the following pages are applicable and must be followed by all members and guests attending the party. It is the responsibility of the member renting the pool to see that his/her guests are familiar with the rules. If the Rules and Regulations are not being followed, the lifeguards on duty will cancel the party and require all attendees to leave the premises immediately. No refunds of rental or lifeguard fees will be made.

TVWRA Social Chair
Ed Galloway
301-3301 (cell)
741-6827 (fax)
ewgalloway@verizon.net

**TUCKAHOE VILLAGE WEST RECREATION ASSOCIATION
POOL RESERVATION FORM**

(Must be completed and returned to Ed Galloway with rental and lifeguard fees at least 14 days prior to the scheduled event. Also, attach completed SwimMetro Lifeguard Request Form.)

MEMBER RESERVING THE POOL: _____

MEMBER PHONE NUMBER: _____

MEMBER EMAIL: _____

DATE OF PARTY: _____ HOURS: _____

ESTIMATED NUMBER OF PEOPLE ATTENDING: _____

AGE OF PEOPLE ATTENDING: _____ BELOW 18 _____ ADULT

WILL ALCOHOL BE PERMITTED AT PARTY? _____ YES _____ NO

I request to reserve the TVWRA pool facilities on _____ (date) beginning at _____ pm until _____ pm for _____

_____ (description of event). I agree to pay a non-refundable fee of \$65.00 as the rental fee and a \$65.00 damage/cleaning deposit (unless event is cancelled in accordance with the Rules for Renting the Pool). After clean up and upon verification by a TVWRA board member that no damage has occurred and no additional cleaning or repairs are needed, the damage/cleaning deposit check will be voided and destroyed.

I understand that TVWRA will notify SwimMetro to secure certified lifeguards to work the party in accordance with the Rules for Renting the Pool. I will pay TVWRA (check payable to TVWRA) the required lifeguard fees **no later than 48 hours** prior to the start of the party. **Failure to pay the lifeguard fees according to the SwimMetro schedule will result in late fee penalties and may also result in the party being cancelled, with all cancellation penalties being paid by me.**

I understand the Rules for Renting the Pool and agree to abide by them and all TVWRA Rules and Regulations posted and attached to this reservation. I am further responsible for all of my guests, will make them aware of the posted rules, and will insure they follow the TVWRA Rules and Regulations.

Member Reserving the Pool

Date: _____

Received by: _____

Date: _____

Fees Paid: _____

Tuckahoe Village West Recreation Association

Rules and Regulations

The rules and regulations provided below are designed to ensure the safety and well being of the members. Each member should read these rules and regulations carefully and explain them to family members as necessary.

Section A: General

The entire facilities of the Association (pool, tennis courts, parking lot, playground, etc.) are under the direct supervision of the Association's Board of Directors and the lifeguards. The lifeguards have been instructed by the Board to enforce all rules and regulations and are authorized to suspend swimming and attendance privileges of anyone who violates them or for conduct that, in their opinion, is not in the best interest of the Association. General rules and regulations are as follows:

1. Members and guests are expected to cooperate and abide by the lifeguards' decisions. Members and guests are not permitted to interfere with or reprimand employees of the management company hired by the Association. Any complaints should be made to a member of the Board.
2. Members and guests will not engage the lifeguards in unnecessary conversation.
3. Every swimmer must leave the pool in the event of an emergency. The signal for this command is three blasts on the lifeguard's whistle.
4. If the lifeguard feels the pool facilities need to be closed for weather or other emergency situations, all members and guests will be instructed to leave the facilities immediately.
5. At the discretion of the Board, rest periods may be signaled at which time the pool will be cleared of all swimmers less than 18 years of age. A child 5 and under, under the direct custody and control of an adult, may use the confined 3-foot area during this period. Any member or guest under 18 years of age who refuses to clear the pool when signaled will be required to remain out of the water for an additional 15 minutes. If this reprimand is not followed, the lifeguard will eject the member from the facilities for no less than the remainder of the day.
6. The lifeguards, at their discretion, can call a rest period to clear all swimmers to gain control of the facilities, to require a cleaning of the facilities, or for any safety reason deemed in the best interest of the Association and its members and guests.
7. Children over 5 years of age are not permitted to use the Kiddy Pool. Children using the Kiddy Pool must be under the direct supervision of a responsible person.
8. Babies in either the main pool or the Kiddy Pool must wear plastic/rubber pants over diapers or wear the diapers designed for swimming.
9. All members and their guests should wear appropriate swimming attire. Individuals wearing improper swimming attire, including but not limited to cut-off materials (which damage pool pumps), will not be allowed in the pool facilities.
10. Running, pushing, dunking, and rough play are prohibited and may result in the prompt expulsion from the facilities for no less than the remainder of the day.
11. Inappropriate language, including back-talking the lifeguards or other individual in authority, will not be permitted. Violators will be expelled for no less than the remainder of the day.
12. No diving equipment (except for lifesaving equipment), inner tubes, noodles, or similar equipment is allowed in the swimming pool, except during special events. If a toy is deemed unsafe or detrimental to the enjoyment of the membership and its guests, the lifeguard may restrict or disallow its usage. Swim aides attached to the body are permissible for children when supervised by a responsible person in the water and are restricted to the confined three (3) foot area.
13. No diving is allowed, except in the deep end of the pool.
14. The following rules must be observed in the deep end of the pool:
 - a. Only one person is allowed on the diving board at one time.
 - b. A person cannot climb the ladder of the diving board until the diver has left the board.
 - c. A diver may only move forward or upward on the steps or on the diving board. No backing up is allowed on the steps or diving board.

- d. No swimming is allowed in the diving area except when lap swimming is permitted, at which time one or both diving boards will be closed.
 - e. The lifeguards may require any member or guest to pass a test of swimming across the width of the pool in the diving well before allowing the member or guest in the deep end or to use the diving boards.
 - f. Children must pass a swimming test administered by the lifeguards (as detailed in 14e) before using the diving board or swimming in the deep end.
 - g. No double bouncing on the diving boards is allowed.
 - h. No gainers, inward dives, or frontal dives are allowed from the diving boards.
 - i. Diving blocks are restricted to swim team activities.
 - j. No horseplay on the board or while waiting in line.
 - k. Leave diving well promptly.
 - l. Dive at your own risk.
 - m. The lifeguard may expel any member or guest from the deep end of the pool, including using the diving boards, for conduct not in the best interest of the Association or its members and guests.
 - n. Due to the risk of potential injury, no one shall be allowed to wait in the diving well in order to catch or assist another person who is jumping off the diving board or wall.
15. Chewing gum is prohibited in all Association facilities.
 16. No glass of any kind is permitted inside the Association facilities.
 17. No straws or objects small enough to go through the strainer baskets may be brought into the pool enclosure.
 18. The lifeguards are authorized to clear and close the pool until all cups, wrappers, and other refuse is placed in trashcans. Members and guests refusing to clean after themselves will be expelled from the facilities.
 19. Tennis courts and playground facilities are for the use of members and their guests only and are intended for their designated use only. Violators will be expelled from the premises. No skateboards, roller skates, rollerblades, bicycles, etc. are allowed on the tennis court surface. Only soft-soled shoes are allowed on the tennis courts. When others are waiting for court usage, play must be limited to one hour.
 20. The Association will require any member or guest destroying Association property to pay for all damages to clean, repair, or replace the property.

Section B: Membership

All membership fees, annual dues, and charges must be paid in full prior to using the Association's facilities. Payment of any fees in installments, if applicable, must be current. An unpaid member may not use the facilities as the guest of paid members. Specific rules and regulations related to membership are as follows:

1. Each member aged 11 and older is required to sign the register each day he/she uses the facilities.
2. Babysitters employed by members of the Association will be admitted at no charge and allowed to use pool facilities in the line of duty provided that they are listed on the annual application. No more than two babysitters can be included on one family's membership. (See Section C.5 below.) Each babysitter must complete a Membership Addendum. Note: The babysitter is not allowed to attend the pool without being accompanied by the pool member's children. If the sitter attends along with the parent, the sitter will be considered a *guest* and required to pay the guest fee.
3. A pool member who provides childcare to a non-member child aged 11 or younger may add that child to the pool member's application. The member will be assessed an additional \$100 in summer dues per daycare child. For each daycare child, the member will submit a Membership Addendum form completed by the daycare child's parent/guardian. The daycare child is not eligible to participate on the swim team.

Notes:

(1) The daily "guest" fee will not be charged for the daycare child as long as the child is accompanied by an adult from the pool member's family at a time during which the pool member is actually providing childcare services to the child. (For example, if the child's parent is not working and the child is simply playing with the pool member's children, the child will be treated as a "guest" and subject to the guest fee.) Out of respect for other pool members, the pertinent pool member and daycare child are obligated to advise the gate guard when the child is not under childcare supervision and is attending the pool as a guest. It is the pool member's responsibility to explain these guidelines to the daycare child and his/her parent and to help ensure that these guidelines are followed. Failure by a daycare child to pay the guest fee on occasions when the member parent is not actually providing day care services may result in revocation of this pool privilege.

(2) The age to qualify for the membership as a Senior Citizen Couple with no children is lowered from 62 to 58. A Senior Citizen Couple may add a grandchild to the membership for a cost of \$100 per child.

4. Children under 11 years of age must be accompanied by a parent or other responsible person (15 years of age or older) to whom the parent has delegated this responsibility. A person aged 13 or 14 can supervise one sibling under the age of 11. Unaccompanied children under 11 years of age will not be permitted to enter or use the facilities.
5. Parents are responsible for their dependents and their dependents' guests regardless of age. If a dependent (aged 11 and older) does not abide by all rules and regulations set forth, he will not be allowed to use the facilities without the accompaniment of a parent.
6. Members and guests are requested to park their cars in an orderly fashion for the maximum utilization of the parking facilities. Horn blowing is absolutely prohibited, except for emergencies.
7. In order to maintain a harmonious relationship with our residential neighbors, members and guests will not trespass on adjoining property.
8. Pets are not allowed within the facilities of the Association.

Section C: Guests

1. Guests must be accompanied by their member-host and are required to sign the register each day they use the facilities.
2. Out-of-town guests will be admitted to the facilities when accompanied by the member-host. No guest fee will be assessed
3. In-town guests, defined as those living within a 25-mile radius of the facility, will be admitted to the pool when:
 - a. Accompanied by their member-host,
 - b. Signed in the register by their member-host,
 - c. A \$5 per day guest fee has been paid,
 - d. Their attendance does not contribute to overcrowding, and
 - e. They have not exceeded two visits in the calendar month.
4. A member having a party during normal operating hours is required to pay a \$5 per guest fee (not to exceed a \$65 maximum) for all nonmembers attending the event. If a member intends on having over 20 guests at an event during normal business hours, permission must be requested prior to the event from the Social Director on the Board as well as from the lifeguard manager. If the lifeguard manager feels additional guard coverage is necessary, the member will be assessed the cost of the additional lifeguard or required to limit the number of attendees to prevent overcrowding.
5. Members are responsible for the conduct of their guests and are responsible for advising guests of the rules and regulations.
6. Frequent and/or blatant disregard for the rules and regulations pertaining to guests may result in the loss of a member's guest privileges.
7. A guest not accompanied by a member-host will be considered a trespasser and will be requested to leave the facilities immediately.
8. A member can rent the pool for after-hours events, subject to the rental procedures and the rules and regulations of the pool. Pool rental reservation forms are available at the front desk.

Section D: Other

1. The Association will not be responsible for:
 - a. Injuries sustained by members, dependents, or guests; and/or
 - b. Money or personal property losses sustained by members, dependents, or guests.
2. Members and guests agree to indemnify and hold harmless Tuckahoe Village West Recreation Association from any and all liability, loss or damage that may be suffered as a result of claims, demands, costs or judgments against the Association arising from member and/or guest use of TVWRA facilities or participation in TVWRA sponsored events.
3. Members are urged to have a medical checkup and watch their health carefully during the swimming seasons. A person suffering from a cold, flu, or other contagious illness or disease should not use the pool. Persons with open sores or bleeding will not be allowed in the pool. Anyone who has had diarrhea should not use the pool for two weeks following the illness. The lifeguards are instructed to bar anyone from the pool whose physical condition, in their opinion, is contrary to the best interest of the Association. Any person with heart disease, diabetes, epilepsy, fainting spells, or

other serious condition must make the fact known to the lifeguards on duty. This rule does not imply that the Association or lifeguards assume any responsibility for health or physical condition of the members or their guests.

Section E. Communication

1. Members should read their email, visit the website (www.tvwra.com), and/or check the bulletin board beside the front desk for announcements of scheduled events, notices of pool closure, and information of general interest.

SWIMMETRO MANAGEMENT, INC.

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SwimMetro Lifeguard Request Form for PRIVATE EVENTS

Pool Facility: Tuckahoe Village West Date of Event: _____

Event Start Time: _____ Event Finish Time: _____
(No party may extend beyond 11 PM)

Event Sponsor's Name (individual, group or organization): _____

Contact Name (if different from above): _____

Contact Phone: _____ Alternate Phone: _____

Contact Address: _____

City: _____ State: _____ Zip: _____

Contact E-mail Address: _____
(To receive confirmation e-mail)

of People Attending: _____ Primary Age of Attendants: _____

Type of Event: _____ Will alcohol be served: **yes** or **no**
(Please Circle)

A	# Of Guards Required:	_____ 3 Guards = 1 - 75 guests _____ 4 Guards = 76 or More Guests
B	Fee Per Lifeguard Hour:	\$25 per Lifeguard per Hour
C	Late Fee Due:	_____ \$0 if received at least 10 days prior to the event _____ \$35 if received 3 - 9 days prior to the event _____ \$50 if received within 2 days prior to the event
D	Total Number of Lifeguard Hours:	$\left(\frac{\text{_____}}{\text{\# of Guards from Line A}} \times \frac{\text{_____}}{\text{Party Length in Hours}} \right) + \left(\frac{\text{_____}}{\text{\# of Guards from Line A}} \times .25 \text{ hr} \right) = \text{_____}$ <small>Clean-Up</small>
E	Total Cost of Party:	$\left(\frac{\text{_____}}{\text{LG hours from Line D}} \times \frac{\text{25}}{\text{Fee per Hour from Line B}} \right) + \frac{\text{_____}}{\text{Late Fee from Line C}} = \frac{\text{_____}}{\text{Total Cost Payable to Customer}}$

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The fee is \$25.00 per hour for each lifeguard. An additional charge of 15 minutes per lifeguard will be included to allow for cleanup. **The event sponsor is responsible for ending the event at the scheduled time indicated on the front page.** Event times may not be extended. No party may extend beyond midnight.

Completed Lifeguard Request Forms are to be submitted with payment directly to Tuckahoe Village West at the address below. Please allow enough time so that TVW can notify the SwimMetro office at least **TEN DAYS PRIOR TO EVENT DATE.** Request forms NOT RECEIVED at least ten days prior to the event date shall be subject to an additional late fee of \$35. Request forms NOT RECEIVED at least three days prior to the event date shall be subject to an additional late fee of \$50.

Event sponsor agrees to pay any additional fees for extended clean up times past 15 minutes per guard, or for other reasonable charges. An event can be cancelled without penalty provided that the member renting the pool provides Ed at least 3.5 hours notice before the scheduled start of the event so that TVWRA can give SwimMetro the three (3) hours notice required. Any cancellations made with less than three hours notice to SwimMetro are subject to a \$25 cancellation fee per scheduled lifeguard.

Ed Galloway
301-3301 (C)
741-6827 (fax)
ewgalloway@verizon.net

Tuckahoe Village West Recreation Association shall provide the event sponsor with a complete list of current pool rules.

Event contact will receive confirmation via e-mail when the SwimMetro office has received the Lifeguard Request Form from the person listed below (Do NOT mail this form directly to SwimMetro). Incomplete forms will be returned.

***Completed Lifeguard Request Forms should be returned to:**

Name: Ed Galloway

Mailing Address: 1608 Queens Point Drive
Richmond, VA 23238

Phone: 301-3301

E-Mail: ewgalloway@verizon.net

Payment should be made: by check payable to TVWRA

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The event sponsor must also provide one (1) adult chaperone for each ten (10) children under the age of 18 attending the pool party.

$$\left(\frac{\text{Total \# of children under the age of 18 attending the party}}{\text{Divide by 10}} \right) = \text{Total \# of Chaperones needed}$$

	<u>Chaperones Name</u>	<u>Phone Number</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____

**If more than ten (10) chaperones are required, please attach an additional sheet.*

The sponsor agrees to follow the procedure as outlined below:

1. Locate the Manager on Duty (MOD) upon arrival.
2. Gather all attendees so the MOD can ensure there is adequate guard coverage. If there are more people at the event than indicated on the request form, attendees will not be allowed to enter the water until appropriate guard coverage can be secured.
3. If the MOD determines that fewer chaperones are present than required, attendees will not be permitted in the water until appropriate numbers of chaperones arrive. All chaperones will be required to wear name badges so they can be easily identified by SwimMetro staff and those attending the event. The SwimMetro MOD will provide name badges.
4. Review all pool rules (provided by TVWRA), including diving board and slide rules with the attendees before allowing them to enter the pool.
5. Inform attendees to direct their attention to the lifeguards in the event they hear a whistle blast. If attendees hear a long blast of the whistle they must clear the water immediately.
6. All attendees under the age of 18 will be required to pass a swim test to be permitted in water deeper than chest level or to use the diving board and/or slide. Upon successfully swimming one length of the pool unassisted, the attendee will receive a wristband. Only those wearing a wristband will be permitted in water deeper than chest level or to use the diving board and/or slide. Those who are unable to swim the length of the pool or choose not to take the test must stay in water no deeper than chest level. A chaperone must be **in the water and within**

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arms reach of all attendees who are unable to pass, or choose not to take the swim test.

7. It is the sponsor's responsibility to monitor the pool entrance and notify the MOD of any late arrivals who need to be administered a swim test as outlined above.

There can be NO Exceptions to the Policies Contained Herein.

By signing this form below, the event sponsor agrees to abide by all SwimMetro Management, Inc. policies, including those outlined on this form as well as all pool rules.

The event sponsor further agrees to indemnify and hold SwimMetro Management, Inc. harmless from and against any and all injury, damage, liability, claims or loss of any kind to persons or property arising from, caused by, or relating to use of the pool facility named above by the individual, group or organization named above or by any guest or invitee of the individual, group or organization named above.

Printed name of Sponsor

Signature of Sponsor

Title (if signing on behalf of a group or organization)