

# ATTENTION!

## POOL RULES

### Gallery Town Home Residents

- 1) TO ENTER This Gated Pool Area - You must be a Gallery Town Home (GTH) resident, an adult eighteen (18) years of age or older and have signed a pool use waiver. No guest are allowed at this time.
- 2) All minors (under eighteen (18) years of age) must be accompanied by an adult [eighteen (18) years of age or older] who has signed and returned the pool Waiver on behalf of the minor.
- 3) If you enter this gated pool area and/or use its facilities, you are doing so at your own risk. With or without signing the Waiver, residents that enter the pool area agree to hold harmless and indemnify the Association from any and all liability related thereto. If a signed Waiver has not been received and that resident is found to be using the pool area and facility, that resident and all guests can be asked to leave and may be subject to enforcement action.
- 4) The pool area and premises are under video surveillance twenty-four (24) hours a day, seven (7) days a week.
- 5) Do not enter the pool area if you are experiencing symptoms of illness, have a fever of 100°F or above, sore throat, runny nose, chills, shortness of breath or difficulty breathing, sneezing, coughing, abdominal or muscle pain, new loss of taste or smell and/or diarrhea. Residents must stay home and not enter the pool area if you were exposed to someone with COVID-19 within the last fourteen (14) days.
- 6) You are not to facilitate access to the pool area to any person(s) who does not have their own gate key-card.
- 7) No large groups or pool parties.
- 8) Family members from the same household are permitted to sit together.
- 9) Residents must supply their own pool furniture and are strongly encouraged to distance the furniture at least six (6) feet apart to limit contact between families. All items must be removed when leaving the pool area. Any items left behind will be discarded. All furniture must provide a clear deck space of four (4) feet around the pool, as required by California law.
- 10) Residents of the same household must maintain Social Distancing by keeping at least six feet (6'-0") apart from other residents at all times, including in the water.
- 11) Maintain proper hygiene protocols.
- 12) Residents must provide their own 70% alcohol-based hand sanitizer and disinfection wipes to the pool area.
- 13) Cover your mouth and/or nose if you should need to cough or sneeze.
- 14) Frequently, wash your hands with soap and water for 20 seconds or longer.
- 15) Wear a cloth face covering (mask) when traveling through common areas. This includes to and from the pool area and/or restrooms.
- 16) Gated pool area capacity is 30 people.
- 17) Pool capacity is limited to eighteen (18) people.
- 18) Spa capacity is limited to four (4) people or one (1) household at a time.
- 19) Violation of these rules will subject the pool area to closed immediately without further notice. Residents failing to follow these rules may result in suspension of use privileges, fines and all other enforcement mechanisms authorized by the governing documents and California law.
- 20) The Gallery Townhome Association (GTH) cannot guarantee the health or safety of residents using the pool and spa features. The above rules are not a guarantee that the users of the GTH pool area will be protected from exposure to the COVID-19 virus.

Gallery Townhomes and/or its association cannot guarantee that the other users of the pool area prior to or contemporaneously have been healthy or follow these rules. Residents should use their own judgment as to the level of risk they choose to accept. Anyone who is at risk to the severe consequences from the COVID-19 virus may wish to consider completely avoiding the gated pool area, pool and/or spa.

Please follow the rules and help us to keep the pool area open!

Be Safe and have a Good Time!



**COVID-19 PANDEMIC POOL FACILITY RULES**

**THE GALLERY HOMEOWNERS ASSOCIATION**

Adopted on July 9, 2020



## **POOL WAIVER RULES**

Notifications, rules, regulations and/or requirements for Gallery Town Home residents.

- 1) TO ENTER This Gated Pool Area - You must be a Gallery Town Home (GTH) resident, an adult eighteen (18) years of age or older and have signed a pool use waiver. No guest are allowed at this time.
- 2) All minors (under eighteen (18) years of age) must be accompanied by an adult [eighteen (18) years of age or older] who has signed and returned the pool Waiver on behalf of the minor.
- 3) If you enter this gated pool area and/or use its facilities, you are doing so at your own risk. With or without signing the Waiver, residents that enter the pool area agree to hold harmless and indemnify the Association from any and all liability related thereto. If a signed Waiver has not been received and that resident is found to be using the pool area and facility, that resident and all guests can be asked to leave and may be subject to enforcement action.
- 4) The pool area and premises are under video surveillance twenty-four (24) hours a day, seven (7) days a week.
- 5) Do not enter the pool area if you are experiencing symptoms of illness, have a fever of 100°F or above, sore throat, runny nose, chills, shortness of breath or difficulty breathing, sneezing, coughing, abdominal or muscle pain, new loss of taste or smell and/or diarrhea. Residents must stay home and not enter the pool area if you were exposed to someone with COVID-19 within the last fourteen (14) days.
- 6) You are not to facilitate access to the pool area to any person(s) who does not have their own gate key-card.
- 7) No large groups or pool parties.
- 8) Family members from the same household are permitted to sit together.
- 9) Residents must supply their own pool furniture and are strongly encouraged to distance the furniture at least six (6) feet apart to limit contact between families. All items must be removed when leaving the pool area. Any items left behind will be discarded. All furniture must provide a clear deck space of four (4) feet around the pool, as required by California law.
- 10) Residents of the same household must maintain Social Distancing by keeping at least six feet (6'-0") apart from other residents at all times, including in the water.

- 11) Maintain proper hygiene protocols.
- 12) Residents must provide their own 70% alcohol-based hand sanitizer and disinfection wipes to the pool area.
- 13) Cover your mouth and/or nose if you should need to cough or sneeze.
- 14) Frequently, wash your hands with soap and water for 20 seconds or longer.
- 15) Wear a cloth face covering (mask) when traveling through common areas. This includes to and from the pool area and/or restrooms.
- 16) Gated pool area capacity is 30 people.
- 17) Pool capacity is limited to eighteen (18) people.
- 18) Spa capacity is limited to four (4) people or one (1) household at a time.
- 19) Violation of these rules will subject the pool area to closed immediately without further notice. Residents failing to follow these rules may result in suspension of use privileges, fines and all other enforcement mechanisms authorized by the governing documents and California law.
- 20) The Gallery Townhome Association (GTH) cannot guarantee the health or safety of residents using the pool and spa features. The above rules are not a guarantee that the users of the GTH pool area will be protected from exposure to the COVID-19 virus.

Gallery Townhomes and/or its association cannot guarantee that the other users of the pool area prior to or contemporaneously have been healthy or follow these rules. Residents should use their own judgment as to the level of risk they choose to accept. Anyone who is at risk to the severe consequences from the COVID-19 virus may wish to consider completely avoiding the gated pool area, pool and/or spa.



**THE GALLERY HOMEOWNERS ASSOCIATION  
ACKNOWLEDGMENT AND HOLD HARMLESS – COVID-19**

Property address: \_\_\_\_\_

Resident User's Name (please print): \_\_\_\_\_

Property Owner's Name (if different from resident user): \_\_\_\_\_

I, \_\_\_\_\_, am the resident of the above-mentioned property location. I desire to use THE GALLERY HOMEOWNERS ASSOCIATION's ("Association") community pool facilities during the ongoing COVID-19 pandemic.

I hereby agree to adhere to the current rules governing use of the community pool facilities, including social distancing, which means I must stay at least six (6) feet from other people (excluding household members), while in the pool facility and in the water. I also agree to take all reasonable precautions to protect myself and others. This includes wearing face covering at all times outside the water and disinfecting any frequently touched surfaces I come into contact with, such as; tables and countertops, sinks, faucets, toilets, light switches, doorknobs, gate, latch, handrails, and pool furniture.

By signing below, I acknowledge the Association's Common Areas, including the pool facilities are not a COVID-19 free zone. I acknowledge the contagious nature of COVID-19 and that entering and using the Association's common area amenities including the pool, spa, restrooms and pool area may expose me to infection, personal injury, illness, permanent disability or death. I agree to enter and use the Association's common facilities, at my own risk.

I hereby agree to fully release and hold harmless the Association and its officers, directors, employees, agents, attorneys, insurance carriers, successors and assigns ("Released Parties") **FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS** (including attorneys' fees and costs) that arise in any way from **any illness, injury, loss, harm, or death** that occurs to me arising from use of the Common Area pool, spa and related facilities, plus any other common area during the COVID-19 pandemic. This RELEASE AND HOLD HARMLESS includes claims for the negligence of the Released Parties. This RELEASE does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that California law does not permit to be excluded by agreement. I also agree **NOT TO SUE** or make a claim against the Released Parties for illness, injury, loss, harm or death that may occur.

**I HAVE READ THE FOREGOING AGREEMENT AND I ACCEPT AND AGREE TO THE PROVISIONS IT CONTAINS AND HEREBY EXECUTE IT VOLUNTARILY WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.**

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**If participant is a minor, signature of parent or responsible adult is required below:**

In consideration of the minor child being permitted to enter and use the Association's pool facility during the COVID-19 pandemic, I accept and agree to the full contents of this agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding use of the Association's pool facility. I also agree to **RELEASE AND HOLD HARMLESS** the Released Parties (defined above) from **all liabilities and claims that arise in any way from any illness, injury, loss, harm or death** that occurs to the minor child in any way related to entering and use of the Association's pool facility. This includes any claim of the minor and any claim arising from the negligence of the Released Parties. I understand that nothing in this agreement is intended to release claims for gross negligence, intentional, or reckless misconduct, or any other liabilities that California law does not permit to be excluded by agreement.

Date: \_\_\_\_\_

Parent/Responsible

Adult Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_