

Sherwood Green Homeowners Association, Inc.
Swimming Pool & Tennis Court
Rules & Regulations

Pool Rules & Regulations:

Listed below, are certain pool rules and requirements applicable to public and semi-public swimming pools, provided by the Indiana State Board of Health which are followed by additional rules and regulations promulgated by the Sherwood Green Board of Directors, all of which must be observed by Sherwood Green residents and their guests utilizing the Sherwood Green pool (the "**Pool**") and pool area ("**Bathers**"), including the enclosed deck area surrounding the Pool and the amenities provided therein (the Pool, the enclosed deck area surrounding the Pool and the amenities provided therein collectively the "**Pool Area**").

1. **No lifeguard service will be provided in connection with the Pool.** Use of the Pool Area is at each Bathers' own risk whether such Bather is a resident of Sherwood Green or a guest.
2. All children, 14 and under, and those not able to swim without assistance ("**Non-Swimmers**") must be accompanied by a responsible adult able to swim and 21 years or older.
3. No Bather or any other person shall be permitted to tamper with or remove Pool Area equipment from its established location for any purpose other than the intended use or emergency use.
4. Street clothes are not allowed in the Pool.
5. It is expected that personal cleanliness and habits in regard to hygiene will be observed at all times by each Bather in the Pool Area. The State Board of Health regulations require cleansing showers to be taken before using the Pool. A Bather leaving the Pool to use the toilet shall take another cleansing shower before returning to the Pool Area.
6. Any person having an infectious or communicable disease shall be excluded from the Pool Area. Anyone who has had diarrhea in the past (2) weeks shall not use the Pool.
7. Anyone who has an area of exposed sub-epidermal tissue, open blisters, cuts, etc., are warned that these are likely to become infected and are hereby advised not to use the Pool.
8. Spitting, spouting of water, nose-blowing and other such behavior in the Pool is prohibited.
9. All diaper-aged children in the Pool Area shall use plastic pants with tight fitting elastic at the legs and waist, or swim diapers. Diaper-changing in the Pool Area is limited to the Pool Area restroom.
10. No running or rough play is permitted in the Pool Area, nor in or on any decks, floats, platforms, the Pool Area restroom, or other areas in connection with the Pool Area.

In addition to foregoing, the Sherwood Green Board of Directors requires that the following rules and regulations be followed in connection with utilization of the Pool. Violations of the following Pool rules may result in suspended or revoked Pool privileges.

1. A Sherwood Green Unit is permitted to provide Pool access for up to 4 guest Bathers per Pool visit so long as said guest Bathers are accompanied by their Sherwood Green host Unit resident at all times while in the Pool Area.

Initials: _____ **Initials:** _____ **Initials:** _____ **Initials:** _____

2. Sherwood Green residents under 18 years of age may not have guest Bathers unless accompanied by a responsible adult able to swim and 21 years of age or older.
3. No glass containers are permitted in the Pool Area. The consumption of food and snacks from non-glass containers is limited to the picnic area located in the Pool Area.
4. Absolutely no diving in the Pool.
5. Amplified music is not permitted in or around the Pool Area.
6. Screaming and the use of any abusive, offensive, insensitive and/or foul language is not permitted in the Pool Area.
7. Pool Area gates must remain locked at all times. Propping gates open or tampering with the locks is prohibited. Opening the gate to let others (excluding residents of your Unit or your guest Bathers) enter the Pool Area without their Pool key is prohibited.
8. Climbing the fence to the Pool Area is prohibited.
9. Damaging Pool ladders or safety equipment and unhooking, standing or sitting on Pool dividing rope is prohibited.
10. Large floating chairs, rafts and other large devices are prohibited in the Pool Area.
11. Throwing Pool furniture or other foreign objects into the Pool is prohibited.
12. Bicycles, skateboards, scooters and rollerblades are not permitted within the Pool Area.
13. Pets are not permitted within Pool Area.
14. The Pool hours are from 6:00 a.m. - 9:00 p.m. daily and the Pool Area must be vacated by 9:00 p.m.
15. The Pool Area must be vacated during periods of thunder, lightning, and other such inclement weather.
16. Common courtesy is expected at all times in the Pool Area.
17. Alcohol, smoking, and illegal drugs are prohibited in the Pool Area.
18. No person under the influence of alcohol or drugs is permitted in the Pool Area.
19. The Sherwood Green Board of Directors may modify, supplement, and provide for additional rules and regulations, from time to time, as it may decide in its sole discretion, which all Bathers shall be subject to adhere, follow, and comply.

Initials: _____ **Initials:** _____ **Initials:** _____ **Initials:** _____

Tennis Court Rules & Regulations:

1. Use the sign-up board in advance of utilizing the tennis courts to reserve your time of use (otherwise, use of the tennis courts is on a first-come, first-served basis).
2. Wait outside of the fenced area surrounding the tennis courts when waiting to utilize your turn on the tennis courts.
3. No glass containers or food is permitted inside the fence surrounding the tennis courts.
4. Alcohol, smoking, and illegal drugs are prohibited within the fence surrounding the tennis courts.
5. No person under the influence of alcohol or drugs is permitted in the fenced area surrounding the tennis courts.
6. No activity other than playing tennis, pickleball or basketball will be allowed within the fenced area surrounding the tennis courts.
7. Please lock the gate when you leave the tennis courts.

Pool and Tennis Court Release and Indemnification:

THE UNDERSIGNED UNDERSTANDS AND ACCEPTS ANY AND ALL RISKS ASSOCIATED WITH THE UNDERSIGNED'S AND THE UNDERSIGNED'S FAMILY, (INCLUDING MINOR CHILDREN), DEPENDENTS, GUESTS, ADMINISTRATORS, EXECUTORS, AND ASSIGNS VISITATION TO AND/OR USE OF THE POOL, THE POOL AREA, AND/OR THE TENNIS COURTS, AND HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE SHERWOOD GREEN HOMEOWNERS ASSOCIATION, INC., ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, SUCCESSORS, AND ASSIGNS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LAWSUITS, LOSSES, DAMAGES, LIABILITY, EXPENSES, JUDGMENTS, AND ALL OTHER SUCH CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY FEES, THAT DIRECTLY OR INDIRECTLY RESULT IN ANY LOSS, DAMAGE, INJURY (INCLUDING DEATH) OR ANY OTHER SUCH CLAIM, THAT IS CAUSED BY, RELATED TO, OR CONNECTED WITH THE UNDERSIGNED'S AND THE UNDERSIGNED'S FAMILY (INCLUDING MINOR CHILDREN), DEPENDENTS, AUTHORIZED GUESTS, ADMINISTRATORS, EXECUTORS, AND ASSIGNS VISITATION OR USE OF THE POOL, THE POOL AREA, AND/OR THE TENNIS COURTS.

Board members, management and other volunteer Sherwood Green Unit Owners may periodically monitor the Pool Area and tennis courts to ensure Pool Bathers and tennis court users are complying with the applicable rules and regulations indicated herein (such periodic monitoring shall not include lifeguard-type responsibilities). The Pool Area and tennis courts may also be monitored by security cameras.

Initial each line below in ink:

_____ I understand and accept that my visitation and/or use, along with any such visitation and/or use by my family (including minor children), dependents, guests, administrators, executors and assigns of the Pool, the Pool Area and/or the tennis courts, shall be at my and/or their sole risk and in connection and consideration of such, I hereby release, indemnify and hold harmless the Association and its directors, officers, managers, agents, successors, and assigns for myself and for my family (including minor children), dependents, guests, administrators, executors and assigns as indicated herein.

Initials: _____ Initials: _____ Initials: _____ Initials: _____

_____ I acknowledge that if my Pool key is given to anyone to use other than a resident of my Unit, that my Unit's Pool privileges may be suspended or terminated.

_____ I acknowledge that non-compliance by me, my family (including minor children), dependents, guests in connection with the aforementioned rules and regulations for the Pool and/or tennis courts will be grounds for the suspension or termination of my Unit's Pool and/or tennis court privileges as may be determined, in its sole discretion, by the Sherwood Green Board.

_____ I acknowledge that a past due balance on my Unit's assessment obligations and/or other Unit Owner obligations will be grounds for the suspension or termination of my Unit's Pool and/or tennis court privileges as may be determined, in its sole discretion, by the Sherwood Green Board.

_____ I acknowledge that I have read and understand the terms and conditions of this document and that by executing this document, I am waiving, for myself and my family (including minor children), dependents, guests, administrators, executors and assigns, certain legal rights that I might otherwise have against the Association and its directors, officers, managers, agents, successors, and assigns and am agreeing to all such terms and conditions contained in this document.

BY SIGNING BELOW, THE UNDERSIGNED ACCEPTS AND AGREES TO THE FOREGOING RULES AND CONDITIONS IN CONNECTION WITH USE OF THE POOL, POOL AREA, AND/OR TENNIS COURTS.

Each signature must be ink:

Signature Date Printed

Signature Date Printed

Signature Date Printed

Signature Date Printed

Sherwood Green Address Key Card Number

If the subject Unit is a rental, expiration date of the applicable lease is as follows:

Lease Expiration: _____

Initials: _____ Initials: _____ Initials: _____ Initials: _____