

## AQUIA HARBOUR

# PHASE ONE

### POOLS OPENING

May 23, 2020

We are ready to move forward with Phase 1 of the pool opening for lap swim only. Thank you for your feedback and your patience as we navigate these very tricky mandates for the next 3 weeks.

- Lap Swim Only
- No more than 10 people at the pool (including life guards)
- Pool deck closed
- One person per lane (not what we wanted but it is a state mandate)

The State's position is that this is for exercise, not recreation and though this was not the opening we had in mind, we are obliged to comply.

The cost to operate the pools is the same so the rate will be the same. If you don't think it's worth it, that is understandable. Many will be waiting to see what Phase II looks like before deciding – that is understandable as well. In the meantime we will be providing no life guard lap swim 5a-9a (16 and older) at the HI pool and an additional 588 hours every week at each pool for lap swimming with no age restrictions. It's not great but it's the best we could do under the circumstances.

- Phase 1 is for residents only. No guest passes.
- When you turn in your pool waiver for your household (one waiver per household) you will be billed for your annual membership. You do not have to pay in advance. When you are billed you pay (Family \$145 or Single \$100). This can be done through your Clickpay account, by dropping a check (no cash please) in the Business Office drop box or by paying by phone. Send an email to [memberservices@aquiaharbour.org](mailto:memberservices@aquiaharbour.org). Put your address in the subject line and indicate you will be calling in to pay by credit card over the phone. Then call 540-659-3050 to make the payment.
- A liability waiver is mandated for each household (one per household) and can be dropped at the drop box, scanned and emailed to [memberservices@aquiaharbour.org](mailto:memberservices@aquiaharbour.org) or turned in at the pool. The waiver can be found at the end of this document, on our website and at the pools.
- This is all new so we are doing our best to foresee complications but we won't catch it all. Your patience is appreciated. Right now, we are asking that people limit their sign up to no more than one hour per week per pool for the first two days of weekly sign up (Thu-Fri). After Friday, you are free to fill the blocks. One reservation for each person.

- You need one Sign Up Genius reservation for **each** person lap swimming, lap walking, kick boarding etc. One person per lane.
- NO LIFE GUARD LAP SWIM 5a-9a always has been, and will remain for 16 and older.
- Regular pool access always has been and will remain 12 and older if unsupervised. If children under 11 attend you will need to make a lane reservation for the child and for yourself (this is the state's requirement).
- If no one shows up to take your lane after your hour is up, feel free to stay. If a reservation holder shows up late, please be considerate and allow them to swim.
- Please check the Sign Up Genius daily, as people may cancel creating an opening. <https://www.signupgenius.com/go/805094ea4a62ba2fc1-pool>
- If you go by the pool and there is a lane open you can access it. If you have a membership you are good to go. If you want a 'day pass' entry, you must be a resident and it is \$3 per lane, for which you will be billed.

## ***AQUIA HARBOUR POOLS PHASE ONE***

***This plan will be in effect through June 12<sup>th</sup>***

***Business Office 540-659-3050***

### **Harbour Inn Pool 1417 Washington Drive 540-659-4003**

- **Opening day Saturday May 23<sup>rd</sup>**
- **LAP SWIM ONLY**
- **Waiver of Liability Mandatory for ALL LAP SWIM**
- **Daily Lap Swim ONLY 5am-9am Coded Entry No Life Guard 16 and older**
- **Daily Lap Swim ONLY Life Guards on site 10am – 10pm No age limit**
- **No baby pool**
- **No guests**
- **One person per lane**
- **Pool deck closed**
- **No water aerobics**
- **Annual Pool Membership (Annual Family \$145 Annual Individual \$100)**
- **Sign Up Genius for lane reservations** <https://www.signupgenius.com/go/805094ea4a62ba2fc1-pool>
- **\$3 per lane per day as available for residents without a pool membership**
- **Social distancing guidelines self-observed between non-household members**

## Country Club Pool 204 Bow Cove 540-659-1258

- **Opening day Saturday May 30<sup>th</sup>**
- **Waiver of Liability Mandatory for ALL LAP SWIM**
- **LAP SWIM ONLY**
- **Daily Lap Swim ONLY Hours w/Life Guards 10am – 10pm**
- **No baby pool**
- **No guests**
- **Pool deck closed**
- **Annual Pool Membership (Annual Family \$145 Annual Individual \$100)**
- **One person per lane**
- **No water aerobics**
- **Sign Up Genius for lane reservations** <https://www.signupgenius.com/go/805094ea4a62ba2fc1-pool>
- **\$3 per lane per day as available for residents without a pool membership**
- **Social distancing guidelines self-observed between non-household members**

### Q&A

**Why are we opening our pools at all when Stafford County has announced they are not opening pools?** As a private business we have the option to open with strict state guidelines. We want to make this exercise option available to residents. It is up to each individual and family to determine if they choose to participate with full awareness of the risks and limitations involved.

**Why do we have to pay a full membership when pool access will be limited?** The majority of the cost of the pool is the upkeep and operation of the pools themselves and those costs will not change throughout these phases. Any savings on life guard hours will likely be offset by lower membership numbers as a result of the pandemic.

**If I make a reservation through Sign Up genius, can I cancel it or give it to someone else if I decide not to use it?** YES

**How far out can I make a reservation?** A week at a time. Reservations for the upcoming week Saturday to Friday will start on the Thursday prior. You can take your chances just showing up and seeing if a lane is available but we recommend you use Sign Up Genius to reserve your lane.

**If I sign up for an individual membership to lap swim and it turns out the pool is available during Phase II or III, can I apply that \$100 to my \$145 family membership? YES**

**What will happen in Phase II?** A lot of that will depend on state Phase II which will occur after they evaluate the impact of Phase 1 but we anticipate it will involve reduced capacity, two hour block reservations, social distancing, enhanced cleaning protocols and bringing your own chairs.

**When will a decision be made and announced regarding Phase II & III?** As soon as the information becomes available, we will announce any changes and post them on our website and social media aquiaharbour.org.

**Where do I find the waiver?** The waiver is on our website aquiaharbour.org. It is also at the end of this document and will be available to fill out at the pools.

**How do I turn in the waiver?** You can put it in the drop box in front of the Business Office or email it to AHPOA@aquiaharbour.org or bring with you to the pool. Please make sure you have marked which membership type to bill to your account if you have not already paid for your pool membership.

**Where do I get the code to access the Harbour Inn Pool for 5am-9pm independent lap swim?** There is a place on the waiver to request a code for morning lap swim for members 16 and older – the door will be monitored and unlocked this weekend to give everyone time to select their code and time for us to enter them.

**If I filled out the lap swim waiver in summers past, do I need to fill out another?** YES The waiver has changed. There are additional COVID additions.

**Does chlorine kill COVID19?** According to the CDC, YES. <https://www.cdc.gov/coronavirus/2019-ncov/php/water.html>

**Can I bring my kids for lap swim?** YES. The state mandates though, that each person have their own lane.

**Do my kids need a lane reservation?** Yes.

**When will Phase II happen?** After June 12<sup>th</sup>.

**What if the lane is open after my hour is up?** If the lane is open you can stay, but please be considerate if the reservation holder shows up late.

Thank you for your patience as we navigate uncharted territory. Good health to you and your family and we hope that we will get back to some kind of normal sooner than later.

**Patricia Harman, AH General Manager & Staff**

**Questions? Call the GM 703-407-6106**

**2020 RELEASE, WAIVER OF LIABILITY,  
ASSUMPTION OF RISKS and INDEMNITY/HOLD HARMLESS AGREEMENT  
AQUIA HARBOUR PROPERTY OWNERS ASSOCIATION SWIMMING POOLS**

Please complete Pages 1-3 if you intend to participate in 5am-9am NO LIFEGUARD lap swim and

Page 4 ONLY if you intend to visit the pools during LIFE GUARD hours 10am – 10pm

**ONE WAIVER PER HOUSEHOLD PER SEASON**

**I agree to be billed for: (initial only one please)**

**Family Membership (\$145)** \_\_\_\_\_

**Individual Membership (\$100)** \_\_\_\_\_

**I intend to pay per use(\$3 per day)** \_\_\_\_\_

1. Defined terms under this Agreement:

Association - Shall mean the Aquia Harbour Property Owners Association, Inc.

Released Parties - Shall mean the Association and officers, directors, committee chairpersons, committee members, agents, management company(s), contractors, employees, servants, successors or assigns.

Swimming Pool - Shall mean the AHPOA swimming pool located at 1417 Washington Drive and 204 Bow Cove Stafford, Virginia 22554.

Users - Shall mean each signatory to this document and each signatory's dependents, heirs, successors, representatives and assigns.

2. The undersigned User does hereby execute this Release, Waiver of Liability, Assumption of Risks and Indemnity/Hold Harmless Agreement (the "Agreement") for themselves and their heirs and acknowledges the inherent risks involved in the use of the Association's Swimming Pool, which risks include, but are not limited to bodily injury, sickness, disease or death from using the Swimming Pool. Users also acknowledge and understand that use of the Swimming Pool by Users, as defined below, is potentially dangerous and that the type of injury or damage described above can occur when using the Swimming Pool. Users understand that there will be **NO LIFEGUARD ON DUTY DURING THE TIMES USERS WILL BE ALLOWED ACCESS TO SWIMMING POOL** for morning lap swim (5am-9pm) under this agreement and **AGREE TO ASSUME ALL RISKS ASSOCIATED THEREWITH.**
3. The allowed use of the Swimming Pool by lap swimmers under this Agreement will begin only on the dates and for the times set forth attached hereto and incorporated herein for all purposes.
4. From 5am-9am daily lap swim users must agree to a current annual pool membership. Payment can be made by dropping a check in the night drop box in front of the Business Office at 1221 Washington Drive, through Click Pay or over the phone at 540-659-3050 24 hours **AFTER** sending an email to **memberservices@aquiaharbour.org** indicating you intend to pay by credit card over the phone and intend to call.
5. Proper swim attire must be worn.

6. Users of NO LIFE GUARD lap swim from 5am-9am must be 18 years of age or older or 16 and older and sponsored by parent.
7. Users agree, there will be no lifeguard on duty during the 5am-9am morning lap swim.
8. Users agrees not to swim alone.
9. **Users agrees not share access code with anyone else including family members. Access code is only needed if swimming from 5am-9am.**
10. Users swear or confirm that they are capable of swimming safely without supervision and are free from any medical condition that would preclude their participation in this program.
11. Users agree not to bring/allow unauthorized guests during lap swim but may bring "monitors/buddy/parent to observe. Must bring your own chair."
12. Users agree to secure the pool upon entering or exiting the Swimming Pool area. Any damages to the Association resulting from a violation of this Paragraph by User will be the responsibility of the User for which the Users do hereby agree to pay and indemnify and hold the Released Parties harmless therefrom.
13. Users agree to leave the pool house and pool in the good condition.
14. Users understand that any damages to the Swimming Pool, Association property in the Swimming Pool area or any Association property by Users under this Agreement will be the responsibility of the Users. Should the Association have to pay for any clean-up or damages by Users under this Agreement, same must be reimbursed by the Users to the Association within ten (10) days of being invoiced by the Association. Interest will be added to any damages not reimbursed to the Association within ten (10) days of the date of the invoice from the Association.
15. Users understand in exchange for being permitted to use Swimming Pool and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned Users release and agree not to make or bring any claim of any kind against the Released Parties for: (1) any injury (including death), disease or sickness to Users, Minors or their guests and invitees related to the use or operation of the Swimming Pool; (2) any damage to personal property whether or not caused by the negligence of the Released Parties or not; or (3) any other cause arising out of or related to Users, Minors or their guests and invitees use of the Swimming Pool.
16. In consideration for being allowed to use the Swimming Pool under this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged:

USERS AGREE TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM LIABILITY OR CLAIMS, DEMANDS, DAMAGES AND COSTS FOR OR ARISING OUT OF: (1) ANY DAMAGE, INJURY, DISEASE (**INCLUDING COVID19**), SICKNESS OR DEATH TO USERS OR THEIR MINORS, GUESTS OR INVITEES RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL; OR (2) ANY DAMAGE OR LOSS TO PERSONAL PROPERTY CAUSED BY OR RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL.

USERS UNDERSTAND, ACKNOWLEDGE AND STIPULATE THAT THIS INDEMNITY AGREEMENT INCLUDES ANY SUCH CLAIMS, DEMANDS, DAMAGES AND COSTS ARISING OUT OF NEGLIGENCE ON THE PART OF THE RELEASED PARTIES.

17. AHPOA makes no guarantee of lane availability as they will be used on a first come first serve basis.
18. Users stipulate and agree that invalidation of any term(s) or provision(s) of this Agreement by judgment or other court order shall not affect any of the other terms or provisions and such other terms and provisions shall remain in full force and effect.

19. Users understand and agree the Association may terminate this Agreement at any time.
20. Users agree that they will be responsible for any and all legal fees incurred by the Association for any proceeding or action brought under or with relation to this Agreement.
21. Users understand that violating any of the agreed upon terms or pool rules can result in a revocation of access without a refund.

I hereby acknowledge that **THERE IS NO LIFEGUARD ON DUTY** from 5am-9am and that **THIS IS A SWIM AT MY OWN RISK FACILITY** during morning lap swim.

I hereby acknowledge that we have read the Pool Rules and Guidelines attached and hereby accept them and agree to abide by each such Rule and Guideline, as may be amended from time to time during the multiple State Phases regarding opening.

The terms of this Agreement agreed to and accepted by:

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Print Name	Signature	Date	Witness

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User Address	Home Phone	Cell Phone

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Emergency Contact	Phone	Relationship

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Primary Email (Print clearly)\_\_\_\_\_

Select Personal Access Code \_\_\_\_\_(you choose your own 4 digit code)

*Instructions: Swipe screen pad and enter code. Code will only work between the hours of 5a-9a. Code will be deactivated if rules are violated. Outdoor video cameras in use.*

Pool Membership verified by \_\_\_\_\_ (AHPOA Staff)

*Return form to Business Office drop box or scan and send to AHPOA@aquiaharbour.org*

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**I intend to pay per use(\$3 per day)** \_\_\_\_\_

COVID19 - By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my family, including child(ren), and I may be exposed to or infected by COVID-19 while on site at the pool and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the pool may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the HOA Board and pool management company's employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I, my family and my child(ren) may experience or incur in connection with my child(ren)'s attendance at the pool or participation in pool activities ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the HOA Board and the pool management company and their employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the HOA Board and the pool management company and their employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in pool facility activities.

I hereby acknowledge that we have read the Pool Rules and Guidelines attached and hereby accept them and agree to abide by each such Rule and Guideline, as may be amended from time to time during the multiple State Phases regarding opening.

The terms of this Agreement agreed to and accepted by:

Print Name	Signature	Date	Witness

User Address	Home Phone	Cell Phone

Emergency Contact	Phone	Relationship

Primary Email (Print clearly) \_\_\_\_\_

Pool Membership verified by \_\_\_\_\_ (AHPOA Staff)

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