

# Gray Eagle Pool Rules 2019

## **General Pool Rules**

1. No Smoking
2. No Glass Containers allowed inside the pool gate.
3. No food/drink at water's edge or in the water. Keep food near chairs, tables & concession area.
4. All persons using pool and pool area do so at their own risk and sole responsibility.
5. No one is allowed in the pool area unless a lifeguard is on duty.
6. The baby pool is for children under 6 years of age and must be accompanied by someone age 16 or older.
7. The shallow end of the pool is for parents with younger members and/or non-swimmers.
8. No diving in water under 5 feet deep (areas are marked accordingly at the facility).
9. No floatation devices in the deep end (including rafts, puddle jumpers, arm bands, etc).
10. Children in diapers must wear a swim diaper. Swim diapers are sold in concession.
11. Only modest swimsuits may be worn. No street clothes in the pool.
12. Showers must be taken before entering the pool.
13. Persons having infectious diseases, open sores, bandages, cuts or recent vaccinations may not enter pool.
14. Anyone who has had diarrhea in the past 2 weeks shall not use the pool.
15. Inappropriate behavior including running rough play, spitting, dunking, littering or foul language will not be tolerated and may result in expulsion from the pool. Parents will be contacted if behavior does not improve after being brought to their attention.
16. Lifeguard(s) or authorized personnel may close the pool because of weather or safety reasons and may remove any person as deemed necessary.
17. Lifeguard has the final say in all pool activities.

## **Gray Eagle Policy/Procedures:**

1. Members under age 13 who have not passed a lifeguard administered swim test must be accompanied by a responsible guardian age 16 or older.
2. Members ages 10, 11 and 12 that have passed a lifeguard administered swim test and have a parent signature on file may come to the pool by themselves.
3. Adult swims are called at the end of each hour for 15 mins. Only adults age 18 years or older are permitted in the pool during adult swim.
4. Only pool members can purchase guest passes and must accompany their guests.
5. Gray Eagle is not responsible for lost or stolen items.

## **Rock Wall Rules:**

1. All members received a copy of the rock wall waiver and agreed to the terms on their membership form.
2. Any age member may go on the rock wall as long as they can pass the lifeguard swim test.
3. Line is in front of the guard chair. Must be touching the wall.
4. Must be able to swim out to the rock wall to use the wall without touching the bottom.
5. One at a time on the rock wall.
6. Exit the water from the ladder closest to the rock wall.
7. Feet are not allowed to go to the highest rung of rock wall.
8. Do not lean over top of the rock wall.
9. Jump off the rock wall feet first (no flipping off the wall).
10. Cannot use two panels right next to each other at the same time. May either go one at a time OR two (2) people can race in section 1 and 3 of the rock wall (leaving middle section open).
11. No one may swim in the area under the rock wall. That area is for climbers only.

# Gray Eagle Rock Climbing Wall Release and Waiver

Everyone listed on my Family Membership with Gray Eagle Swim Club, understands and agrees to the following terms contained in this instrument ("Release"), which include that my use and/or my children's use of a certain rock climbing wall ("Wall") within Gray Eagle Swim Club ("Gray Eagle"), located at the address commonly known as 12101 Brooks School Road, Fishers, Indiana, will expose me and/or my children to risk of injury or harm. Such risk includes, but is not limited to, injury from falling off the wall, injury from colliding against the Wall, and drowning.

Parent understands and agrees that rock climbing can be hazardous and/or involve hazardous conditions and may result in injury to Parent and/or Parent's children, particularly given that the Wall is adjacent to the Gray Eagle pool and is designed for users to move from the designated portion of the Wall directly into the Gray Eagle pool without the use or availability of a harness or other rock climbing accessories. No form of preplanning can remove all dangers to which Parent and/or Parent's children are exposing themselves through their use of the Wall.

By signing this Release, Parent represents that Parent is over eighteen (18) years of age, is fully competent, has no health or physical problems that will interfere with his/her use of the Wall, that his/her children that may use the Wall only if they pass the lifeguard administered swim test and have no health or physical problems that will interfere with their use of the Wall, and executes this Release for full, adequate, and complete consideration with full intention to be bound by this Release and for Parent's children to be bound by this Release for the entire 2019 pool season.

By signing this Release, Parent understands and agrees/represents that Parent:

- A. is fully responsible for his/her own safety and the safety of Parent's children while using the Wall, regardless of the presence of lifeguard(s);
- B. is fully responsible for becoming familiar with any and all rules and regulations concerning the use of the Wall and shall not violate any of said rules and regulations, in addition to any instruction made by Gray Eagle personnel with respect to the use of the Wall or the Gray Eagle pool;
- C. has been advised to obtain adequate health and accident insurance to cover any personal injury to Parent or Parent's children, which may be sustained during the use of the Wall;
- D. fully assumes all risks associated with Parent's or Parent's children's use of the Wall;
- E. is fully responsible for any loss, damage, or injury which may occur to Parent or Parent's children, as a result of Parent's or Parent's children's use of the Wall;
- F. in consideration for using the Wall, hereby releases, waives, discharges, and covenants not to sue Gray Eagle LLC, Pyle Pools, Inc. a/k/a Pyle's Pools, their principals, agents, representatives, affiliates, managers, officers, members, directors, employees, lifeguards, other volunteers, and successors and assigns (collectively "Releasees") for/from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, costs, damage, or injury that may be sustained by Parent or Parent's children, whether caused by Releasees' negligence or otherwise; and
- G. has had the opportunity to inspect the Wall prior to using the Wall and/or prior to Parent's children using the Wall;

By signing this Release, Parent agrees to indemnify and hold harmless the Releasees from any loss, liability, damage or costs, including court costs and attorneys' fees, that may be incurred by any and all third parties, related to Parent's use or Parent's children's use of the Wall, whether caused by negligence of Releasees or otherwise.

By signing this Release, Parent expressly intends that this Release shall bind Parent's and Parent's children's heirs, assigns, and personal representatives, and shall be deemed to be a release, waiver, discharge, and covenant not to sue the Releasees. Parent agrees that this Release shall be construed in accordance with the laws of the State of Indiana.

By signing this Release, Parent acknowledges and represents that Parent has read everything herein, understands all terms contained herein, and signs this Release voluntarily as Parent's own free act and deed on Parent's behalf and on behalf of Parent's children that may use the Wall. No oral representations, statements, or inducements, apart from the foregoing written agreement have been made.

I have received a copy of the rock wall waiver and agree to the liability terms outlined for all guests listed on this form. I have received a copy of the pool rules and will abide by all rules and regulations established by Gray Eagle. Gray Eagle is not responsible for lost or stolen items.

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

Family Members included: \_\_\_\_\_

Emergency contact phone number: \_\_\_\_\_