

West Highlands Homeowners Association, Inc.

Swimming Pool Facility

Information Packet



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GENERAL INFORMATION

- ❖ All West Highlands Lot Owner(s), Occupant(s), and Tenant(s) (“Residents”) desiring to access the West Highlands Swimming Pool Facility must create an online account with Sentry Management and complete the online forms.
 - Online accounts can be created at:
<https://www.accesssentrymgt.com/dx/sentrywp/index.html>
 - Online forms include the Pool Registration Form and the Waiver of Liability and Hold Harmless Agreement.
 - Residents may not access the West Highlands Swimming Pool Facility unless the aforementioned forms are properly submitted online. There are no exceptions.

- ❖ Key Fobs
 - To access the Swimming Pool Facility, Residents must obtain a key fob from Sentry Management or designee. Lot Owner(s) must produce a state-issued identification card to Sentry Management or designee in order to obtain a key fob.
 - Lot Owner(s) are responsible for obtaining a key fob on behalf of their Tenant(s).
 - All costs associated with replacement or reactivation of a key fob will be the sole responsibility of the Lot Owner. There is a \$75.00 key fob replacement fee, which includes the fee connected to the reactivation of the key fob. For accounts that were deactivated due to previous non-compliance, a \$75.00 reactivation fee will be assessed on the Lot Owner(s) account. All fees must be paid prior to the key fob’s replacement and/or reactivation. Please allow for a thirty (30) day lead time to process key fob reactivation.
 - Upon the sale of a Lot, Owners must transfer all pool key fobs associated with his/her Lot to the new Owner. Failure to do so will result in the new Owner having to purchase new key fobs for the Lot, as well deactivation of the old key fobs.

- ❖ Reservations
 - Due to capacity restrictions, a reservation is required prior to visiting the pool. Residents must fill out a reservation online.
 - To provide all Residents with an equal opportunity to access, use and enjoy the pool, each household will be limited to how many guests they can bring to the Swimming Pool Facility per visit. The number of guests is subject to change at any given time based upon capacity limitations. Check the guest limit in the reservation system prior to making your reservations.

- Residents may use and enjoy the Swimming Pool Facility only for the designated time period reflected on the reservation.
- Capacity for the Swimming Pool may change from time to time based on overall use by Residents and Guests.

❖ Tenant(s)

- Lot Owner(s) leasing their Lots do not have access to the Swimming Pool Facility. The right to use and enjoy the Swimming Pool Facility is transferred and assigned to the Tenant(s).
- Lot Owner(s) are solely responsible for the actions of their Tenant(s). In the event a Tenant(s) violates the Rules and Regulations governing the Swimming Pool Facility, the Lot Owner(s) will be subject to sanction(s) and fine(s).

❖ Lot Owner(s) Responsibility

- Lot Owner(s) must provide the Rules and Regulations governing the Swimming Pool Facility and the Association's governing documents to those residing in their home, Tenant(s), Guest(s), and any other person(s) who may use and enjoy the Swimming Pool Facility with or on behalf of the Lot Owner(s).
- Lot Owner(s) are solely responsible for the conduct of those residing in their home, Tenant(s), Guest(s), and any other person(s) who may use and enjoy the Swimming Pool Facility with or on behalf of the Lot Owner(s).

❖ Authorized Users

- Registered Tenants of Columbia Heritage Senior Residences may access the Swimming Pool Facility subject to specific rules and regulations governing Authorized Users.
- Authorized Users must complete and return the West Highlands/Columbia Heritage License Agreement prior to accessing the Swimming Pool Facility.
- Authorized Users must comply with the Rules and Regulations governing the Swimming Pool Facility. Failure to do so may result in suspension of privileges and monetary fines.

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

(This Agreement **MUST** be executed online via the Resident portal.)

In consideration for receiving permission to enter upon, use and enjoy the West Highlands Swimming Pool Facility (hereinafter, the “**Pool**”) I, on behalf of myself and on behalf of any child(ren), adult(s), tenant(s) residing in my home, and on behalf of any guest(s) accompanying a Resident of my household to the Pool hereby acknowledge and agree to the following:

1. I certify that I have reviewed and hereby agree to fully comply with all rules and regulations and safety guidelines adopted by the Association and understand that my use privileges may be revoked if I, the child(ren), adult(s), tenant(s) residing in my home, or the guest(s) associated with my Lot fail to comply with the same. I acknowledge that I am not permitted to bring guest(s) or any individual(s) who do not reside in my household, into or to use the Pool, except as otherwise authorized in writing by the Association.
2. I understand the hazards of the novel coronavirus (“**COVID-19**”) and am familiar with the current Centers for Disease Control and Prevention (“**CDC**”) and Georgia Department of Public Health (“**DPH**”) guidelines regarding COVID-19. I acknowledge and understand that the CDC and DPH guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates.
3. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I, on behalf of myself and on behalf of any child(ren), adult(s), tenant(s) residing in my home, and on behalf of any guest(s) associated with my Lot, hereby willingly choose to access the Pool. Furthermore, I am in good physical condition, and for the past fourteen (14) days, have not been diagnosed with COVID-19, have not exhibited any symptoms of COVID-19, have not been exposed to anyone who has or is suspected to have COVID-19, or have otherwise been fully vaccinated against COVID-19 and show no symptoms.
4. I further consent to the rendering of emergency first aid and other medical procedures which at the time of injury or illness seems reasonably advisable, but the Association has no obligation to provide such first aid or other medical procedures on my behalf. I further will be responsible for payment of any such medical procedures.
5. I acknowledge and fully assume the risk of injury, illness or death related to COVID-19 or otherwise arising from my use of the Pool. On behalf of myself and on behalf of any child(ren), adult(s), tenant(s) residing in my home, and on behalf of any guest(s) associated with my Lot, I hereby waive, release, and forever discharge West Highlands Homeowners Association, Inc. (the “**Association**”) and its members, officers, directors, managers, agents and employees and their respective heirs, successors and assigns (hereinafter, collectively, the “**Released Parties**”) from and against any and all claims, actions, causes of action, costs and expenses, including, without limitation, reasonable attorneys’ fees, related to COVID-19 or other communicable diseases, which arise out of or as a result of my use of the Pool or the use of the pool by the child(ren), adult(s), tenant(s) residing in my home, and any guest(s) associated with my Lot (the “**Released Claims**”). I covenant not to sue the Released Parties for or in connection with any of the Released Claims.

6. I further agree to defend, indemnify, and hold harmless the Released Parties from and against any and all Released Claims.
7. **I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE RELEASED CLAIMS. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT FOR THE PERMISSION GRANTED TO ACCESS AND USE THE POOL.**
8. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Georgia. This Agreement shall be binding on me and my heirs and any assigns and personal representatives.
9. The provisions of this Agreement are severable, and the invalidity of any part or portion of any provision contained in this Agreement shall not affect the validity of any part or portion or any other provision of this Agreement.

By execution below, I acknowledge and represent that (i) I have read and fully understand this Agreement and the Association's Rules and Regulations governing the Pool, (ii) I sign this Agreement voluntarily as my own free act and deed, (iii) no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made, (iv) I am at least eighteen (18) years of age and fully competent, and (v) I execute this Agreement for full, adequate and complete consideration fully intending to be bound.

IN WITNESS WHEREOF, all Lot Owner(s) of the below address have agreed and consented to this Waiver of Liability and Hold Harmless Agreement under seal, this ____ day of _____, 2021.

LOT OWNER SIGNATURE: _____
 PRINT NAME: _____
 LOT ADDRESS: _____
 Phone/Cell Number: _____
 Email: _____

ADDITIONAL LOT OWNER SIGNATURE: _____
 PRINT NAME: _____
 Phone/Cell Number: _____
 Email: _____

ADDITIONAL LOT OWNER SIGNATURE: _____
 PRINT NAME: _____
 Phone/Cell Number: _____
 Email: _____

RULES AND REGULATIONS

The Association may, at any time, modify these rules. For purposes of these Rules, “Members” shall mean all Owners, residents, and tenants using the Swimming Pool Facility. The Association may suspend a Member’s rights to use and enjoy the Swimming Pool Facility and/or impose fines for any violation of these rules or the covenants and restrictions contained in the Association’s governing documents. Lot Owner(s) are solely responsible for the conduct of themselves, as well as all residents, occupants, tenants and guests of their Lot. Lot Owner(s) will be held financially responsible for any damage caused to the Pool and other Association property by themselves, as well as any resident, occupant, tenant or guest of their Lot.

General Rules

1. West Highlands Swimming Pool Facility (“Pool”) will open each year from Memorial Day through Labor Day. At the discretion of the Board of Directors, the Pool season may be shortened or extended. Exact dates will be posted on the Association’s website and posted throughout the community.
2. Pool hours are 9:00 AM to 9:00 PM daily. The Pool hours are subject to change.
3. All Members under the age of 14 shall be accompanied by an Adult Resident or Tenant.
4. Members and their Guests must access the Pool through the main entrance on Samples Lane and check-in with the Pool Monitor.
5. To access the Pool, all Members must obtain a key fob. Any cost associated with replacement of a key fob will be the sole responsibility of the Member. There is a \$75.00 key fob replacement fee, which includes the fee connected to the reactivation of the key fob. For accounts that were deactivated due to previous non-compliance, a \$75.00 reactivation fee will be assessed on the Lot Owner(s) account. All fees must be paid prior to the key fob’s replacement and/or reactivation. Please allow for a thirty (30) day lead time to process key fob reactivation.
 - a. Replacement and reactivation requests should be made to Sentry Management.
 - b. Members are not permitted to share key fob with anyone outside of their designated household. Violation of this rule may result in revocation of pool privileges for the entirety of the pool season.
6. Members who are not current on their Association’s dues will be prohibited from registering for or accessing the Pool. In the event a Member becomes current on their Association’s dues, the Member must contact Sentry Management to obtain a key fob and pay all related fees. Please allow for a thirty (30) day lead time to process key fob activation.
7. Solicitation within the Pool area is strictly prohibited.
8. Members and Guests may not tamper with or access the pump room.

9. All Members and Guests use the Pool at their own risk. There is no lifeguard on duty at any time. Pool Monitors will be present within the Pool area during Pool hours to enforce the Rules and Regulations. Pool Monitors are **NOT** lifeguards.
 - a. Members and Guests must follow and comply with the decisions and direction of the Pool Monitors at all times. Pool Monitors may refuse entry to any Member and/or Guest not registered to enter the Pool. Pool Monitors may request that Members and Guests vacate the Pool for violations of the Pool Rules and Regulations.

Pool Use Rules

1. Appropriate, modest, and properly fitting swim attire must be worn at all times. Patrons with inappropriate swimwear as listed above and/or as determined in the sole discretion of the Pool Monitor will be required to change into appropriate attire, or otherwise will be asked to leave the premises.
2. Diving into the Pool is strictly prohibited. (Maximum depth of Pool is 5 feet)
3. All individuals must use the restroom facilities and shower before entering the Pool.
4. Pool will be cleared at the sight of lightning or the sound of thunder. There must be a period of thirty (30) minutes without lightning or thunder before the Pool will be reopened for swimming. The decision on whether to clear, close or reopen the Pool shall be at the discretion of the Pool Monitor.
5. All incontinent individuals are required to wear reusable swim diapers at all times within the Pool area.
6. Any individual which causes the Pool to close (e.g., bowel movement) is solely responsible for all costs and expenses incurred by the Association, including, without limitation, all cleaning and sanitation costs required to reopen the Pool. The registered Lot Owner(s) must pay a minimum fee of \$250.00 plus additional costs to sanitize the Pool.
7. Individuals with infections, contagious disorders, or open wounds may not enter the Pool.
8. Members and Guests may not bring glass inside the fenced in area of the Pool. This restriction includes drinking glasses, lotion bottles, bottled drinks, etc. In the event a glass container shatters in or near the Pool, the Pool will be closed for necessary cleaning. The individual responsible for the closure is solely responsible for the necessary cleaning to reopen the Pool. The registered Lot Owner(s) must pay a minimum fee of \$250.00 plus additional costs to sanitize the Pool. The violator of the glass restriction will also lose privileges to access the Pool and the registered Lot Owner(s) may be imposed a fine.
9. Food and drinks are strictly prohibited inside of the Pool and on the edge around the Pool.

10. Pool furniture is not to be used for any reason other than its designated use. Pool furniture is not allowed inside of the Pool. Notwithstanding, specific furniture designed to be situated in the Pool will be permitted in the designated sun shelf area.
11. Illegal activity of any kind is not permitted.
12. Smoking, including, without limitation, vaping, is not permitted.
13. Alcoholic beverages are not permitted.
14. Gum is not permitted in the pool.
15. Pets are not permitted within fenced area of Pool.
16. Offensive language or lewd behavior is not permitted.
17. Running, “Roughhousing” and other dangerous play is not permitted.
18. Members are not permitted to perform flips into the Pool.
19. Water Balloons are not permitted.
20. Non-pool items (e.g., rocks) are not permitted in the Pool.
21. Oversized inflatables are not permitted in the Pool. Smaller inflatables are permitted provided they do not inconvenience other individuals.
22. Members and Guests may not listen to music on speakers. Earphones must be used at all times.
23. Members and Guests must keep the Pool & pavilion area clean by depositing all trash in the appropriate receptacles. Please clean up all belongings before leaving the Pool.
24. Members and Guests must keep the restrooms clean by depositing all toilet paper and paper towels in the appropriate receptacles. Children ages 4 and under must be accompanied by an adult when using the restroom.
25. Rollerblading, skateboarding, and bicycling are prohibited in the pool area.
26. Personal heating equipment such as grills, open fires, stove, burners; fireworks or any type of flammable material is prohibited in the pool facility except on HOA provided grills and fire pits.
27. There is a landline phone on the premises for safety and emergency purposes. Pool Monitors are not responsible for answering the phone.

Any exceptions granted to the above rules can only be made with written consent from West Highlands Board of Directors. There will be no exceptions for illegal activities.

CONTACT INFORMATION

- Sentry Management
 - Phone Number: (404) 459-8951
 - Email: atlantanorthcompliance@sentrymgt.com

- Protect Security
 - Phone Number: (470) 825-1460

- Emergency
 - Emergency Phone Number: 9-1-1