



The Management Group Associates, Inc.

A FULL-SERVICE PROFESSIONAL PROPERTY MANAGEMENT COMPANY

WINDBROOKE POOL RULES

For the health, safety and welfare of our residents & guests using the swimming pool, the Board of Directors have adopted the following rules, which will be enforced:

1. Swimming pool passes will be presented to the lifeguard upon entering the swimming pool areas. No owner will be admitted to the pool without a pass. Passes are the property of the Council of Unit Owners for Windbrooke, A Condominium (“Council”), are not transferable and may be revoked or suspended by Council at any time. **An adult resident pass holder must accompany all guests.**
2. All persons using the swimming pool do so at their own risk. The Council assumes no responsibility for any accident or injury in connection with such use of for any loss or damage to personal property.
3. Except for intentional or gross negligence, persons using the swimming pool facility agree not to hold the Council responsible for any actions, of whatever nature, occurring within the swimming pool area. Unit owners will be responsible for the actions of their children and guests. If parents can not control their child, they will be asked to leave the facility.
4. All persons shall obey the lifeguards. No person is admitted to the swimming pool facility unless it is officially open and the lifeguard is on duty.
5. All persons must stay clear of the lifeguard station and may not loiter at the check-in area.
6. Any person unable to demonstrate his/her ability to swim to the lifeguard is not permitted in the deep water.
7. Children 11 years of age and under must be accompanied by and be within arms length of a responsible person of at least 16 years of age at all times while in the pool area. Children 11 years of age may enter the pool alone only after demonstrating to the lifeguard that they can swim two lengths of the pool without assistance and without stopping. All children in diapers or of diaper age must have plastic pants on with elastic around the legs and waist as per county regulations.
8. All persons must take a shower before entering the pool.

Please note that TMGA may be deemed a debt collector. Any information obtained from communication with our office may be used for that purpose.

20440 Century Boulevard • Suite 100 • Germantown, Maryland 20874

(301) 948-6666 • 1-800-536-TMGA (8642) • FAX (301) 948-6663

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9. Persons having colds, cough, inflamed eyes, infections, open sores or wearing bandages shall not be permitted in the swimming pool.
10. Only appropriate swimwear will be permitted in the swimming pool. No cutoffs will be permitted.
11. No chewing gum or glass objects are permitted in the swimming pool area.
12. No play equipment, playpens, wheeled vehicles (except wheelchairs and strollers), etc. are permitted in the swimming pool area. Children's inner tubes, single strand noodles and small kickboards are permitted. Tossing toys, dive sticks, coins, etc. into the pool is prohibited.
13. No pets, except seeing-eye dogs, are permitted in the swimming pool area.
14. No intoxicants will be allowed in or at the swimming pool facility. Intoxicated persons will not be allowed in the pool area at any time.
15. Radios must be kept at low levels so not to disturb surrounding guests.
16. All trash is to be placed in the containers provided for this purpose. Unit owners and guests are urged to keep the pool area and shower rooms clean.
17. Unit owners and guests are requested to move chairs and lounges back to their original positions.
18. No running, pushing, rough play, consumption of alcohol or profane language will be permitted in the pool area. Standing on another person's shoulders is not permitted. No jumping or diving into the pool is permitted.
19. Spitting of water and similar unhygienic actions are not permitted.
20. Adult swim (16 years of age and over) will be 10 minutes every hour starting from 10 minutes before each hour.
21. Swimming pool passes will be issued each year to the permanent occupants of each unit. Tenants must have a lease on file with the Council in order to receive swimming pool passes. A resident pool pass holder must escort guests, unless other arrangements have been made with appropriate Council personnel.

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FACILITIES USE AGREEMENT AND WAIVER OF LIABILITY

In consideration of the permission to use the Association's pool and related common facilities (collectively, the "Facilities"), I agree that the Association will not be responsible for any illness, injuries or damages occurring in connection with my use of the Facilities.

I acknowledge that thousands of novel coronavirus infections ("COVID-19") have been confirmed in Maryland and in neighboring areas, and I understand that COVID-19 is highly contagious and that infections can be very serious. In using the Facilities, which also are used by others, I recognize that I am at higher risk of contracting COVID-19. I fully understand and appreciate both the known and potential dangers of using the Facilities, both COVID-19-related and otherwise. I acknowledge that the use of the Facilities by me and/or my family members and/or guests might result in illness, injury or death, including without limitation through exposure to COVID-19.

I agree that I will comply with all rules governing use of the Facilities, including but not limited to the rules and regulations adopted by the Association, as well as all applicable laws and governmental regulations, and will use the Facilities in accordance with appropriate health and safety precautions and instructions for proper use. I further agree that, if I test positive for, or have any symptoms of, COVID-19, neither I nor any member of my household will use the Facilities except in conformance with the recommendations and guidelines set forth by the Centers for Disease Control and Prevention and the appropriate State and Local agencies.

On behalf of myself and on behalf of my family members and guests, I hereby assume all risks inherent in using the Facilities, including without limitation any and all risks of injury or death and any and all risks of contracting disease, and, for myself and for my heirs, successors, personal representatives and assigns, I hereby release and agree to indemnify and hold harmless the Association, and its members, directors, officers, agents, employees and contractors, from and against any and all injuries, illnesses, death, loss of, or damage to, personal property, and any and all claims, liabilities, injuries, illnesses, damages, proceedings, actions and causes of action, including costs and attorney's fees, arising from, or related in any way to, the use of the Facilities by me, or by any person using the Facilities with my express or implied permission.

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