



RULES & REGULATIONS

Old Trail Swim Club (the “Club”) is a privately held entity and not affiliated with any community association or other such non-profit enterprise. The Rules and Regulations (the “Rules”) are established by the Club to protect the Club Facilities and to promote the health, safety, welfare and enjoyment of the members, their families and guests and all other persons using the Club Facilities. The Club is committed to providing all members and their guests with an enjoyable club experience. To uphold these standards, members and guests are expected to act in a manner consistent with good taste. The Club may amend these Rules from time to time.

GENERAL CLUB RULES

1. Members are afforded a non-exclusive revocable license to use the facilities with benefits in accordance with their classification of membership. Members are not entitled to any equity or assets of the Club, ownership rights, voting rights, or any other form of ownership or control of the Club or its owners.
2. Members, their families and their guests shall abide by all Rules of the Club as they may be amended from time to time.
3. The Club Facilities shall be open on the day and during the hours as may be established by the Club. Areas of the Club may also be closed for scheduled maintenance and repairs. Use of the Club Facilities may be restricted or reserved from time to time by the Club. Swimming is permitted only during posted hours of operation and use of the pool facilities at any time is at the swimmer’s own risk.
4. Self-parking is permitted in areas identified as such. No parking will be allowed on grassed or landscaped areas, unless permitted by Club Management during designated events. “No Parking” signs must be observed. Vehicles parked in violation of “No Parking” signs may be towed at the owner’s expense.
5. Smoking is not permitted in/on the pool deck area, in the restrooms, or within 50 feet of the fenced pool area.
6. Pets are not permitted within the fenced area of the Swim Club.
7. No fireworks are permitted anywhere on Club property or adjacent areas unless part of a fireworks exhibit organized and conducted by the Club.
8. The personnel of the Club will have full authority to enforce these Rules and any infractions will be reported to the Management of the Club.
9. In no event shall the Club discriminate against any individual because of the individual’s race, color, religion, sex, national origin, age, handicap, or marital status.
10. Showers are required before entering the pool.
11. Diving is only allowed in the designated deep end area, and off of the diving board, and/or as posted.
12. Flotation devices are allowed only with permission of the Life Guard or Manager on duty.
13. Running, ball playing, and noisy or hazardous activity will not be permitted in any of the pool areas. Pushing, dunking and dangerous games are strictly prohibited.

14. All persons using the pool furniture are required to cover the furniture with a towel when using suntan lotions, which can stain and damage the furniture.
15. Snorkeling equipment, other than a mask, is not to be used except as part of an organized course of instruction.
16. In consideration for others, radios may only be used with earphones. Bluetooth or other audio speaker devices are not allowed.
17. All persons using the pool facilities are asked to cooperate in keeping the area clean.
18. Proper swim attire is required at all times (bathing suits, shorts, coverups, tank tops, flip flops, etc.). Children not yet potty trained must wear a swim diaper.

2019 SWIM SEASON & HOURS OF OPERATION

1. The Swim Club will operate according to the following dates and hours of operation for the 2019 Swim Season:

Memorial Day Weekend

May 24: 4pm to 8pm

May 25 – 27: 10am to 8pm

May 28 through June 9

Monday – Thursday: 4pm to 8pm

Fridays: 4pm to 9pm

Saturdays: 10am to 9pm

Sundays: 10am to 8pm

June 10 through August 30

Monday – Thursday: 10am to 8pm

Fridays & Saturdays: 10am to 9pm

Sundays: 10am to 8pm

**Independence Day 7/4: 10am – 9pm*

Labor Day Weekend

August 31: 10am to 9pm

September 1: 10am to 9pm

September 2: 10am to 8pm

2. The Swim Club will operate according to the following dates and hours of operation for the 2019 Post Season. Club Management reserves the right, at their sole discretion, to close at any time during the Post Season, based on inclement weather or seasonal staffing issues that may arise. During the Post Season, weekdays will not be staffed by lifeguards and Members are reminded that it is swim at your own risk during these times.

Post Season 9/3 through 9/15

Monday – Friday: 4pm to 8pm

Saturday & Sunday: 10am to 8pm

3. Emergency Closure: Club Management may close the Swim Club Facilities in an emergency situation, whether the emergency is caused by breakdown of equipment, or by other causes outside of the control of Club Management. There will be no refund of prepaid dues or fees paid to Members in the instance of an emergency closure that lasts less than thirty (30) days. On the 31st day after an emergency closure where the Swim Club Facilities are unable to reopen, a prorated Membership Fee will be refunded in the amount of 75% of the daily rate for the duration of the closure.

INCLEMENT WEATHER POLICIES

1. The Swim Club will operate under the posted hours of operation during the Swim Season, except in cases of an emergency closure or inclement weather, as directed by the sole discretion of Club Management. As a general guideline, Swim Club operations will be affected by the following inclement weather scenarios:

- a. **Thunder/Lightning:** The Swim Club policy regarding pool closure due to thunder and lightning is based on the recommendation of the National Lightning Safety Institute. At the first sound of thunder the pool will be cleared of swimmers for thirty (30) minutes. At the first sight of lightning the pool and pool deck will be cleared of all members and guests for thirty (30) minutes. The pool and pool deck will reopen when thirty minutes have passed without any sighting of lightning or sound of thunder.
 - b. **Rain:** In the absence of thunder or lightning the pool may also be cleared if rainfall becomes so intense that the bottom of the pool is not clearly visible. Upon rain subsiding and the bottom of the pool becoming clearly visible the pool will reopen.
2. If inclement weather forces the Swim Club Facilities to close or remain closed within 2 hours of the posted closing time, the Swim Club will remain closed for the rest of the day and re-open, weather permitting, the following business day.
 3. It is recommended to follow the Swim Club Facebook Page to stay up to date on any inclement weather, or other changes to hours of operation: www.facebook.com/oldtrailswimclub/. Members may also call the Swim Club at (434) 823-1670 prior to visiting to confirm status of operation.
 4. Summer weather is inherently capricious. Club Management will strive to provide operation updates in as timely a manner as possible, but Members are asked to allow for appropriate time to assess the conditions of Swim Club Facilities, re-open, and provide social media update following a storm's conclusion.
 5. Club Management reserves the right to make changes to the hours of operations, inclement weather policies, and access to the Swim Club Facilities in inclement weather situations at their sole discretion.

MEMBER CHECK-IN & GATE POLICIES

1. Members may elect to submit or have a photo taken of themselves and any immediate family members who will be listed on the membership. This photo will be linked to their membership card and account. Any member who does not supply a photo, must show a government photo ID each time they visit the Swim Club.
2. When arriving at the entry gate, Members are required to swipe their membership card, which will bring up their membership account. All-inclusive members may access without any further payment.
3. After swiping their membership card, Daily Fee members will have the option pay their daily fees via cash or charge to their credit card on file. Daily Fee members must pay \$7.00 per person, per daily visit to the Swim Club, and may bring up to 3 registered, immediate family members per day at the \$7.00 entry fee rate. There is no charge for children under the age of 3.

GUEST POLICIES

4. Members may, from time to time, bring a non-member guest to use the Swim Club Facilities in accordance with the following guidelines.
5. Guests must be accompanied by the sponsoring member at all times, and are not permitted to visit the Swim Club unaccompanied.
6. Members are permitted to bring up to 3 guests at one time, unless the member has booked the Pavilion for an event (see Pavilion Rental Guidelines), and each guest may only visit the Swim Club as a guest of a member a maximum of 10 times per Swim Season.
7. Members must register their guest at the gate upon arrival and pay the associated \$10 per person guest fee. Guests will be required to show ID (if over the age of 18), and sign a waiver form.

PAVILION RENTAL GUIDELINES

1. The covered Pavilion shelter may be reserved for group gatherings and celebrations with payment of a \$25 per hour rental fee, and appropriate guest fee per guest in attendance. A \$25 deposit is required, with option to pay in full at time of reservation.

2. Groups up to 15 guests are permitted without additional lifeguards. Groups larger than 15 guests are required to pay \$30 for staffing of additional lifeguards, with a maximum of 30 guests permitted.
3. A minimum of 24 hours' notice is required for reservation of the Pavilion, and seven (7) day minimum notice is required for groups/parties larger than 10 people. Swim Club Management reserves the right to refuse entry to large groups that have not provided proper notice.
4. Members renting the Pavilion must be at least 18 years of age, and must be present to oversee guests.
5. The Pavilion should be left in the same condition that it was prior to the rental period. Any excessive cleanup efforts on behalf Swim Club Management resulting from a pavilion rental will result in a \$75 charge to the Member's account.

LIFEGUARDING AND PARENTAL/GUARDIAN RESPONSIBILITY

1. Three (3) certified lifeguards will be on duty from open to close during all in-season hours of operation. Lifeguards are staffed and managed by Swim Club Management Group through a service contract with Old Trail Swim Club. Lifeguards shall have the authority discipline swimmers and any and all other persons within the Swim Club Facilities within their best judgement and sole discretion consistent with the published pool rules and minimum safety standards.
2. Members are responsible for the conduct and safety of their children when utilizing the Club Facilities. Unless with express permission by Club Management, or when participating in a supervised Club sponsored event, children under twelve (12) years of age are not allowed at the Club Facilities unless accompanied and supervised by an adult.
3. Children age 12 to 17 must have parent/guardian approval form on file in order to visit and use Club Facilities unsupervised. It is recommended that Members that wish to allow their children age 12 to 17 to visit the pool unaccompanied, fill out this form at the time of application.
4. Any individual serving in the capacity of a Nanny/Au Pair where child-care services are provided to a member family will be allowed access to the club facilities while caring for the children, with payment of \$10 guest fee. The Nanny/Au Pair should be registered with Swim Club Management and does not have personal privileges to use the Club facilities at any other time when not accompanied by the member, spouse or children, unless they apply for their own membership at Old Trail Swim Club. A Member may have up to 2 registered childcare professionals that are permitted unlimited access with their family in accordance with these rules.
5. Wading/Baby Pool: The supervision and safeguarding of users of the wading pool area shall be the responsibility of the parents or guardians of the children using the wading pool. The lifeguards and Club Management shall not be responsible for any injury or loss related to the supervision of the wading pool area.

FOOD & BEVERAGE POLICIES

1. The Swim Club will offer for sale a selection of food & beverage offerings from the Snack Bar during the posted hours of operation. Outside food and beverage is permitted to be brought and consumed at the Swim Club facilities.
2. Glass objects, drinking glasses and sharp objects are not permitted.
3. Per Virginia ABC laws, ALL alcoholic beverages must be purchased through the Swim Club, if offered for sale. No outside alcoholic beverages may be brought or consumed on Swim Club premises. This policy will be enforced and failing to abide by the policy may result in suspension or termination of membership privileges.

LOSS/DESTRUCTION OF PERSONAL/CLUB PROPERTY, OR INSTANCES OF PERSONAL INJURY

1. The Club shall not be responsible for any loss of or damage to any personal property brought to the Club Facilities. Any such personal property which may have been left in or on the facilities for six months or more

without payment or notice may be offered for public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Club.

2. Any property or furniture belonging to the Club shall not be removed from the area in which it is placed, or from the Club's premises, without proper written authorization. Each Member of the Club shall be liable for any property damage and/or personal injury at the Club caused by the Member, any guest or any family member.
3. Any Member, family member, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, including but not limited to the use of Swim Facilities, or who engages in any contest, fame, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club's premises, shall do so at his or her own risk. The Member and his or her family members and guests shall hold Old Trail Swim Club, LLC, its affiliates, and their respective shareholders, partners, directors, officers, Members, employees, representatives, agents and the members of the Club's or committees (collectively the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by the individual, resulting there from and/or from any act of omission of any of the Indemnified Parties. Any Member shall have, owe, and perform the same obligation to the Club and its Directors, officers, employees, representatives and agents hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of the Member.
4. Should any party bound by these Rules bring suit against any of the Indemnified Parties in connection with any event operated, organized, arranged or sponsored by the Club or on any other claim or matter in connection with membership in the Club, and fail to obtain judgment therein against any one or more of them, said party shall be liable to the prevailing Indemnified Parties for all costs and expenses incurred by them in the defense of such suit, including court costs and attorney's fees and expenses through all appellate proceedings.

PHOTOGRAPHY RELEASE AND UNDERSTANDING

1. All members, their families, and guests consent and authorize Old Trail Swim Club (and their respective owners, directors, partners, officers, operators, employees and other agents) to copyright, use and publish any images in any format taken while utilizing club facilities or attending club events. Members understand these images may be used for a variety of purposes and may appear on the Club website, newsletter, for promotional materials or any other media now known or to be developed.
2. Members also understand that Old Trail Swim Club or any entity authorized by Old Trail Swim Club will use the images exclusively for Club-related purposes and not for any other commercial gain. Because anyone can download an image from the Internet or make copies from printed materials, Members also agree that Old Trail Swim Club is not responsible for unauthorized use of the images, and are aware that they are not entitled to any compensation and that the images may appear with/without their name.

DELINQUENT ACCOUNT

1. Membership privileges and dues, fees, and charges obligations begin from the date of agreement.
2. All offerings, prices and dues are subject to change without prior notice.
3. All members are obligated to keep a valid approved credit card on file with the Club at all times and are responsible for any amounts that are not paid by the credit card company. If at any time the member's fees and/or other charges are 60 days past due, the membership privileges will be suspended until the account is paid in full.
4. If the member's account is delinquent, the Club may at its option take whatever action it deems necessary to effect collection, including without limitation, suspension or termination of a cardholder's swimming privileges. If the Club commences any legal action to collect any amount owed by the member or to enforce any other liability of the member to the Club, and if judgment is obtained by the Club, the member shall also

be liable for all costs and expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.

DISCIPLINE

1. Members are responsible for their own conduct and for the conduct of their family members and guests. Any Member whose conduct or whose family's or guest's conduct shall be deemed by the Club to be likely to endanger the welfare, safety, harmony or good reputation of the Club or is otherwise improper, may be reprimanded, suspended, or expelled from the Club and have all privileges associated with the membership suspended or terminated by the Club. The Club shall be the sole judge of what constitutes improper conduct, but improper conduct will include, but is not limited to:
 - a. Failing to pay any amount owed to the Club in a proper and timely manner
 - b. Exhibiting unsatisfactory behavior, conduct or appearance
 - c. Treating the personnel/employees of the Club in an unreasonable, inappropriate, or abusive manner
 - d. Failing to abide by the Rules as set forth herein and as established by the Club from time to time for use of the facilities of the Club
 - e. Acting in a manner incompatible with the standard of conduct of the existing membership or which would likely injure the reputation of the Club
 - f. Failing to refrain from any other conduct determined from time to time by the Club as grounds for suspension or termination of membership.
 - g. Intentionally destroying, damaging or removing Club property
2. Any Member deemed guilty of improper conduct shall be notified by the Club and be given an opportunity to meet with Management Team to discuss the offense and discipline. Notwithstanding the foregoing, the Management Team may, without notice and without a meeting, immediately suspend some or all privileges associated with a membership, if in the sole discretion of Management, the Member's continued presence at the Club presents a safety or liability risk.