

Ghent Square - Clear Water Pool Management
Pool Party Release of Liability and Registration Form

In exchange for participation in the swimming pool facilities, use of property, use of facilities, and/or use of services at the Ghent Square pool, managed by Clearwater Pool Management LLC. ("Contractor"), I agree for myself, for members of my family, and/or guests to the following:

1. Observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Ghent Square property managers and board members or the employees, representatives, or agents of *Contractor*.
2. Recognize there are certain inherent risks associated with the activities listed in the opening paragraph and assume full responsibility for personal injury to myself, family members, and/or guests, and further release and discharge to *Contractor* for injury, loss, damage or death arising out myself, my family, and/or guests' usage or presence upon *the location*.
3. Agree to release, hold harmless and Indemnify GSCA and defend *Contractor* against all claims or liabilities, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from myself, my family, and/or guests' usage or presence upon *the location*. This release shall be binding upon heirs, next of kin, executors and administrators.
4. Agree to pay all damages to the facilities of Ghent Square caused by myself, my family and/or guests' negligent, reckless, and/or willful actions; and resolve any legal or equitable claim arising from participation in the above shall be resolved under Virginia law.
5. The GSCA member must be present during the event and is responsible for all aspects of the rental agreement, including the Agreement signing, the rental fee, cleaning and security costs. The \$100 rental fee and all costs related to cleaning and/or damage will be applied to the member's HOA account.
6. Agree that there will be no smoking in the building or within the fenced area of the pool.
7. Agree to pay for repairs of any damage resulting from entry upon or use of the subject premises.
8. It is understood that the GSCA will not assume responsibility for or reimburse member for any of the expenses involved for the activities conducted on said premises.
9. Agree to return the premises to its original state, free of litter or debris.

I have read this document, understand it, and agree to abide by the attached pool use guidelines. I further understand that by signing this release, I voluntarily surrender certain legal rights.

Signature: _____

Printed Name: _____

Address: _____

Date: _____

Pool Party Rental Request

Facility:	GHENT SQUARE		
Member's Name:			
Member's Address:			
Renter's Phone (C):		Renter's Phone (H):	
Renter's E-mail:			
Rental Date:		Rental Start/End Time:	
Type of Event:		Alcohol served?:	
Number of guests that will be swimming:		Number of guests that will not be swimming:	

After your pool party request has been submitted and approved via your TownSq account, send this rental request form to Amber Fann (amber@clearwaterpoolmgmt.com). Once your event is confirmed, you will receive an invoice via Square to pay online for the additional lifeguard support. Please direct any questions to Amber.

Please send any cancellation requests to Amber and Ghent Square. Full refunds are issued with at least 24 hours notice. Weather poses unpredictable and often last-minute changes, if you are concerned about pending weather the day-of, please text or call Amber directly (757-897-3127) to discuss options.

For Office Use Only:

- Supporting Documents Required by HOA (if applicable)
- Event Added to Calendar(s)
- Invoice Sent | Total: \$ _____
- Guards Scheduled
- Invoice Paid

Clearwater Pool - Lifeguard Requirements

1. Contractor (Clearwater Pool Management) may provide staff for pool parties, special events, or after-hours parties as requested by Ghent Square member.
2. Member shall be billed \$35 per lifeguard per hour for events during operating hours or \$45 per lifeguard per hour for events before/after operating hours, minimum two hours.
3. Member must provide Contractor with 14-day prior written notice, to include time and date of event, age group, number of patrons attending, and whether alcohol will be permitted at event.
4. Contractor and Contractor's insurance company discourages use of alcohol in or around pools.
5. The advanced notice provides Contractor time to obtain appropriate staff required for event.
6. No parties or after-hours events will be scheduled by Owner after August 15th, unless pre-approved by Contractor, due to staffing constraints.
7. The following scale shall be used to determine lifeguards required for special events.

People Attending	Lifeguards Required
1-25	2
26-50	3
51-75	4
76-100	5

For special events held during normal operating hours, normally scheduled lifeguard(s) may serve as one of the required guards. Contractor requires one adult chaperone per 10 children under the age of 18 attending special event.

Member must sign Contractor's information and liability forms and attach required payment seven days before date of event.

Request for payment is sent online via Square. Contractor may not allow lifeguards to work events if proper forms have not been signed and payment not received by required date.

If Ghent Square member does not inform Contractor of request for additional lifeguards and Contractor is able to provide guard support, member may be billed at "Emergency Guard" rate of \$70 per hour per lifeguard, minimum of two hours

Ghent Square - Pool Use Guidelines

The pool is available for private social use by Ghent Square members (residents and affiliate members). Pool parties can be reserved and paid for online via the member's Townsq account. A member must sign the Rental Agreement and Release form and attend the event in its entirety. In the event of an emergency, contact 911 and Community Manager Bill Mitchel at 757-287-6126.

1. The \$100 pool rental fee includes guest fees. No more than 20 guests may be in attendance during regular pool hours for up to four hours. Up to 50 guests are allowed after hours. A separate \$100 security deposit must be provided in advance of the event.
2. Pool rental during pool hours takes place in the green space behind the diving board. We provide one white 10'x10' party tent and one folding table. Chairs are not provided.
3. Pool parties after hours require the resident to hire a minimum of two (2) GSCA lifeguards. It is the resident's responsibility to check with lifeguards regarding availability and current hourly rates.
4. The arrangement and payment of the Association lifeguards is the responsibility of the member prior to the function.
5. In the event of cancellation, full refunds are issued with at least 24 hours notice.
6. All outdoor music is prohibited.
7. No glass containers or smoking allowed at the pool facility.
8. Functions must end promptly at 10:00 PM. Everyone must be off the premises (pool and parking lot) by 10:45 PM or lose their deposit.
9. Lifeguards have been instructed to enforce these rules and will call the Community Manager, or a Board Member, if necessary.
10. Any damage to the pool, facilities, or furnishings will result in forfeiture of the deposit and will require the resident to pay for repairs in excess of the deposit and may result in loss or suspension of rental privileges.