

# NOTICE TO PARENTS OF CHILDREN UNDER 18 YEARS OF AGE.

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Recently, a number of incidents have occurred at the Clear Lake Shores pool where children under the age of 18 have been found to be in the pool without adult supervision.

This is dangerous and is **prohibited** by pool rules.

**PLEASE DO NOT SHARE YOUR GATE CODE WITH CHILDREN UNDER THE AGE OF 13 AS THEY ARE REQUIRED TO BE ACCOMPANIED BY A PARENT OR GUARDIAN WHILE INSIDE THE POOL AREA, EVEN IF A LIFEGUARD IS ON DUTY.**

NO PERSON OF ANY AGE IS TO BE IN THE POOL UNLESS AT LEAST ONE OTHER PERSON IS PRESENT. THERE MUST BE A LIFEGUARD OR AT LEAST ONE ADULT (21 YEARS OF AGE OR OLDER) PRESENT WHO CAN SWIM WHEN PERSONS BETWEEN THE AGES OF 13 AND 18 ARE IN THE POOL.

These rules exist to prevent a tragedy at our pool and to prevent horseplay and actions violating pool rules.

Remember, the Clear Lake Shores pool is under 24/7 camera surveillance so any violation of these rules is recorded.

***Any violations of these rules will be cause to suspend or revoke membership for the season.***

**EXPECT POOL RULES TO BE MORE STRICTLY ENFORCED DURING THIS POOL SEASON THAN IN PRIOR YEARS. VIOLATIONS OF RULES OR RESISTING COMPLIANCE WITH RULES IS NOW DOCUMENTED VIA VIDEO MONITORING AND WILL NOT BE TOLERATED. PUNISHMENT CAN RESULT IN SUSPENSION OR TERMINATION OF POOL PRIVILEGES. SERIOUS VIOLATIONS COULD RESULT IN CHARGES FILED IN THE CLEAR LAKE SHORES MUNICIPAL COURT.**

**Clear Lake Shores Community Pool**  
**Membership Agreement for the Pool Season starting May 1, 2018 and**  
**ending April 30, 2019.**

The following agreement (“Membership Agreement”) setting forth the terms and conditions of membership in the Clear Lake Shores Community Pool (the “Pool”) is hereby entered into by and between the individuals listed in the attached Application (Page 5) and the City of Clear Lake Shores, Texas (the “City”).

**Rules and Regulations.** I have received a copy of the Fees, Rules, and Regulations for the Clear Lake Shores Community Pool (Pages 2 - 6 of this Agreement). I agree that I and all persons using the Pool through this membership are bound by and will comply with the rules and regulations of the Pool as they may be amended or supplemented from time to time. I understand that the Pool may suspend or terminate this membership at any time for violation of the Rules and Regulations.

**Membership.** In exchange for the payment of the annual membership fee in the amount indicated on page 2 of this Agreement, I understand that I will have the right to use the Pool facilities in accordance with the terms and conditions contained in this Membership Agreement. I further understand and agree that this membership in the Pool is not transferable. All members using the pool reside at the same address specified in my application. There shall be no proration of the annual membership fees for any reason.

**Agreement.** By signing the attached Application Form, I confirm that I have read and understand this Membership Agreement in its entirety. This Membership Agreement constitutes the full agreement between me and the City. I further agree that this Membership Agreement and any action arising from any use of the Pool pursuant to the rights granted in this Membership Agreement shall be governed by the laws of the State of Texas and venue thereof shall be in Galveston County, Texas.

## Clear Lake Shores Community Pool Fees, Rules and Regulations

### DEFINITION OF MEMBERS AND POOL USAGE FEES

The Jarboe Bayou Pool is a “neighborhood” pool and is not available for use by the general public. Its membership is restricted to the following classes of members:

**Resident** - any person who resides in (or has a beneficial interest of at least 50%) residential property within the City of Clear Lake Shores and it’s extra-territorial jurisdiction (ETJ).

**Nonresident** - any person who resides outside of the City of Clear Lake Shores or its ETJ.  
Lazy Bend Subdivision residents are non-resident

For purposes of the descriptions above, the term “residential property” shall be limited to detached single-family residential homes or multi-family properties.

Pool Memberships are valid from May 1 through April 30 and must be renewed each year.

The Membership Fee charged for use of the Pool for the full 12-month regular Pool Season **starting May 1, 2018 and ending April 30, 2019** will be as follows:

Type of Membership	Resident Fee	Nonresident Fee
One Adult	\$75.00	\$140.00
Two Adults (same address 18 or over)	\$95.00	\$180.00
Family (all same address)	\$175.00	\$250.00
Ten-Pack Guest passes (each pass, single use)	\$25.00	\$40.00
Individual Guest Pass (single use)	\$3.00	\$4.50
Replacement Pool Tags	\$10.00 per tag	
Reset Gate Code	\$15.00	

**NOTE:** Family Memberships includes all persons that reside in the household (any person 18 and over must provide proof of residency ex: driver’s license, utility bill, etc.) Non-resident grandchildren, nieces, nephews, cousins, etc. are considered “guests” (over the age of five (5) years) and Guest Passes must be used. In addition, both Resident and Nonresident Members **must accompany** their Guest(s) when using the Pool. Guest Passes must be surrendered to a lifeguard when using the Pool. Guest Passes expire on the same date as the membership expires, which is April 30<sup>th</sup> annually.

## POOL HOURS

The Pool will be open for the entire year. Hours are as follows:

1. **Normal Pool Operating Hours** will be from 10 a.m. to 8 p.m. on Tuesday through Saturday, and 12 p.m. to 8 p.m. on Sunday.
  - a. From Memorial Day through Labor Day, at least two Lifeguards shall be on duty during Normal Pool Operating Hours.
  - b. **A parent or legal guardian must be present and must supervise children under age 13 years old even when lifeguards are on duty.**
  - c. Pool may be closed to members during water aerobics classes for up to 1 hour no more than twice weekly.
2. **Extended Pool Operating Hours** will be from 5 a.m. to 11 p.m. on Tuesday through Thursday, with the last hour being designated as **Adult Swim**, and from 5 a.m. to 12 a.m. on Friday through Sunday, with the last 2 hours being designated as **Adult Swim**. **Adult Swim** is defined as a designated period when only persons 18 years or older are allowed in the pool area and pool. The pool is considered to be CLOSED between the hours of 11:00 p.m. and 5:00 a.m. except on Friday-Sunday, the pool is CLOSED between Midnight to 5:00 a.m.

The pool schedule is also summarized in the table below:

	<b>Open to All</b>	<b>Adult Swim (18 years or older only)</b>	<b>Lifeguards on Duty (Memorial Day through Labor Day only)</b>
<b>Monday</b>	***CLOSED FOR MAINTENANCE***		
<b>Tuesday - Thursday</b>	5 a.m. – 10 p.m.	10 p.m. – 11 p.m.	10 a.m. – 8 p.m.
<b>Friday - Saturday</b>	5 a.m. – 10 p.m.	10 p.m. – 12 a.m.	10 a.m. – 8 p.m.
<b>Sunday</b>	5 a.m. – 10 p.m.	10 p.m. – 12 a.m.	12 noon – 8 p.m.

3. The city reserves the right to restrict use of the pool for certain groups of citizens for aquatic activities such as water aerobics or swimming lessons.

## GENERAL POOL RULES

1. Outside of Normal Pool Operating Hours and whenever Lifeguards are not present, the Pool may only be used subject to the following conditions:
  - a. Persons between the ages of 13 and 18 must be supervised by at least one person over the age of 21 who can swim.
  - b. Children under the age of 13 must be accompanied by a parent or guardian.
  - c. No person of any age may be in the water unless at least one other person is present.

2. At **ALL** times, regardless of whether or not a lifeguard is present, all children under the age of 13 must accompanied by a parent or legal guardian.
3. All members and guests must have in their possession a “pool tag” or surrender a Guest Pass to a lifeguard in order to enter the pool area and use the pool.
4. All swimmers must wear suitable bathing suits in the pool. Cutoffs and street clothes are not permitted. Children who are not yet toilet trained must use approved swim diapers. .
5. Anyone with infectious or contagious disease, open sores/wounds, a fever over 99 degrees or an infectious condition must not enter the water or restrooms.
6. Excessively loud music and other noises are prohibited. (nothing that can be heard more than 100 feet away)
7. **Glass and porcelain containers are not allowed in the fenced in pool area. All containers must be non-breakable. NO EXCEPTIONS! STATE HEALTH REGULATION**
8. Excessive drinking of alcohol and/or public intoxication will not be permitted and will result in eviction from the pool grounds and possible suspension of season membership.
9. No cooking or food preparation is allowed in the fenced in pool area. (State Health Department Regulations)

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**NOTE: Texas State Health Regulations prohibit food and/or beverages in the pool itself.**

10. The fenced in pool area is a smoke-free environment.
11. Running, pushing and other horseplay is prohibited.
12. Bicycles, scooters, roller blades, skateboards, or roller skates are not permitted inside the fenced in pool area.
13. **No diving** or **jumping in** is permitted from any area of the pool.
14. No pets are allowed inside the fenced in pool area.
15. No derogatory, disrespectful, profane, or prejudicial language will be tolerated.
16. No guns, knives, or weapons of any kind are permitted within the fenced in pool area.
17. No more than 10 pool passes may be purchased at a time. No more than 5 guest per member may be present in the pool premises at one time.

As shown in the table above, the Pool will be closed all day on Mondays for maintenance.

**Serious violations of pool rules are subject to prosecution in municipal court.**

**When on duty, the lifeguards and their manager are in charge of the pool. All swimmers must show them respect and promptly comply with their directions for the safety of all concerned. The lifeguards, managers and the City have the authority to take necessary action to enforce all these rules, up to and including removal of individuals from the premises, loss of pool privileges for a specified period of time as determined by the Pool Committee or referral of individuals to the appropriate law enforcement agency.**

## **Clear Lake Shores Community Pool**

### **Membership Agreement Instructions**

#### **Applicant**

1. Read the Agreement. Make sure you and everyone in your household understand the pool rules. Each Member is responsible for the actions of themselves, their children and guests.
2. Complete the Application Form. **Clearly print all information except for bottom signature block.**
  - a. Do not enter Tag or Gate Numbers, as these will be assigned by the City.
  - b. Determine the “Type of Membership” that applies to you using the following information as a guide, and check the appropriate box on the Membership Agreement:

**Resident** – or Non Resident as defined on page 2.

- c. List all Pool Members in household, including Primary Pool Member. Provide information for each. For Family Memberships includes all person that reside in the household of the Primary Pool Member. Any person 18 and over must provide proof of residency ex. drivers license, utility bill, etc. Grandchildren, nieces, nephews, cousins, etc. (over the age of 5) who are not residing with the member are considered “Guests” and Guest Passes must be used. Children age 5 and under do not require a pass or membership but must be accompanied by a member and are included in the 5 person guest tag maximum.
  - d. Enter the number of Guest Passes you wish to purchase. (limit 10 passes at a time) .
3. The head of the household or spouse must sign the application form.
4. Guest passes are non-transferable and non-refundable.

**Clear Lake Shores Community Pool**  
**Membership Agreement - Application Form**  
**For The Pool Season Starting May 1, 2018 and Ending April 30, 2019**

Member No. \_\_\_\_\_ Gate No. \_\_\_\_\_

**Type of Membership**  
**(Check One)**

<u>Resident</u>		<u>Nonresident</u>	
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**Contact**  
**Information**  
**(Please Print)**

<b>Name</b>	
<b>Address</b>	
<b>Telephone Number</b>	
<b>Cell Phone Number</b>	
<b>Email Address</b>	

**Pool**  
**Members**  
**(Please Print-**  
**ALL MEMBERS)**

Name	Age	Birthday	Pool Tag #
1.			
2.			
3.			
4.			
5.			
6.			
<b>10-Pack Guest Passes:</b> <b>Resident: \$25</b> <b>Non-Resident: \$40</b> <b>Individual Guest Pass:</b> <b>Resident: \$3.00</b> <b>Non-Resident: \$4.50</b>		<b>Membership Fee</b>	<b>\$</b>

**Paid: \$ \_\_\_\_\_ CC CASH CK# \_\_\_\_\_**

\_\_\_\_\_ (initials) I agree that I and all members listed above will abide by the terms of this agreement including all Pool Rules and Regulations stated in this agreement.

**Waiver of Liability.** In consideration of the membership rights granted in this Membership Agreement, I hereby accept the Pool's facilities and services "as is" and agree that all use of the Pool's services and facilities is undertaken at my sole risk. I understand that the activities natural to the use of the Pool facilities involve an inherent risk and I hereby understand and agree that the City shall not be liable for any injuries or damage to my person or property, or that of my family or guests, arising out of the use of the Pool's services or facilities, whether or not resulting from acts of active or passive negligence on the part of the City, its officers, employees, or agents. Individually, and on behalf of my executors, administrators, successors, heirs and assigns, expressly forever release and discharge the City, their successors, assigns, officers, agenda and employees from all claims, demands, actions or causes of action and all damages related thereto, including any and all claims for attorneys' fees and costs relating to any such injuries or damages. I further understand and agree that the City shall not be responsible for any of my property, or the property of my family or guests, which may be lost or stolen at the Pool facilities.

**By signing this you are agreeing to abide by all pool rules and understanding of the Waiver of Liability.**

\_\_\_\_\_  
Signature of Head of Household

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of City Employee

\_\_\_\_\_  
Date