

NOTICE TO PARENTS OF CHILDREN UNDER 18 YEARS OF AGE.

Previously, a few 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. This includes times when a lifeguard is on-duty.

No person (of any age) is to be in the pool unless there is at least one other person present. There must be a lifeguard or a person over the age of 21 who can swim, when users under 18 are in the pool.

These rules exist to prevent a tragedy at our pool and to protect all users and the City from potentially dangerous situations.

The Clear Lake Shores pool and other facilities are under continuous camera surveillance, so any violations of rules or damages not immediately recognized can be revisited later, if need be.

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

Pool rules will be enforced during the entire pool season. This is required as all patrons of the pool deserve a clean and safe area to recreate. Violations of rules or actively resisting compliance of established rules is now documented via video monitoring and will not be tolerated. In the event of violations, suspension or termination of pool privileges could result. Criminal or civil charges could also be filed requiring a court appearance in front of a judge.

Clear Lake Shores Community Pool
Membership Agreement for the Pool Season starting May 1, 2019 and
ending April 30, 2020.

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 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. 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 or applicable laws.

Membership. In exchange for the payment of the annual membership fee in the amount indicated on fee schedule 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.

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.

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. 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 its extra-territorial jurisdiction (ETJ).

Exception: Employees of the City and residents of the Lazy Bend Subdivision are eligible to be Resident Members.

Non-Resident - any person who resides outside of the City of Clear Lake Shores or its ETJ.

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 **FEE SCHEDULE** charged for use of the Pool for the full 12-month regular Pool Season **starting May 1, 2019** and **ending April 30, 2020** 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
Additional Guest Pass Books (One book of ten passes; each pass is good for one use of the Pool by one person)	\$25.00 Active Membership Year Only	\$40.00 Active Membership Year Only
Individual Guest Pass (Each pass is good for one use of the Pool by one person)	\$3.00	\$4.50
Replacement Pool Tags	\$10.00 per tag	\$10.00 per tag
Reset Gate Code	\$15.00	\$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 six (6) 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 30th 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:

	Open to All	Adult Swim (18 years or older only)	Lifeguards on Duty (Memorial Day through Labor Day only)
Monday	***CLOSED FOR MAINTENANCE***		
Tuesday - Thursday	5 a.m. – 10 p.m.	10 p.m. – 11 p.m.	10 a.m. – 8 p.m.
Friday - Saturday	5 a.m. – 10 p.m.	10 p.m. – 12 a.m.	10 a.m. – 8 p.m.
Sunday	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 under the age of 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 be 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 REGULATIONS**
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 or revocation of seasonal membership.
9. No cooking or food preparation is allowed in the fenced in pool area. (State Health Department Regulations)

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 judicial 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 or referral of individuals to the appropriate law enforcement agency.

Clear Lake Shores Community Pool Membership

Agreement Instructions

Applicant

1. Read the Agreement. As Primary Pool Member you are responsible to insure everyone in your household understands 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 3.
 - c. List all Pool Members in household, including Primary Pool Member. Provide information shown for each. For Family Memberships, only children, stepchildren, and grandchildren of the Primary Pool Member who reside at the Primary Pool Member’s qualifying residence are eligible to be included. 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, as Primary Pool Member.
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, 2019 and Ending April 30, 2020

Member No. _____ Gate No. _____

Type of Membership
(Check One)

<u>Resident</u>		<u>Nonresident</u>	
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Primary Pool Member Information
(Please Print)

Name	
Address	
Telephone Number	
Cell Phone Number	
Email Address	

All Pool Members

Name	(please print)	Age	Birthdate	Pool Tag #
1				
2				
3				
4				
5				
6				

Extra Guest Passes	Resident	\$25.00	
Book of 10	Non-Res	\$40.00	
\$3.00/Each	Resident		
\$4.50/Each	Non-Res		

Membership Fee	
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As Primary Pool Member, the undersigned agrees that all members/guests (associated with this membership) will abide by the terms of the agreement, including the attached Pool Rules and Regulations. Signature also acknowledges receipt of Information/Rules Packet specific to Membership year.

Signature of Primary Pool Member

Date

City Use Only Below this Line

Accepted by City Employee

Amount Received