



2024 DRY CREEK POOL CARD & POOL WAIVER - THROUGH MAY 31ST, 2024!

All homeowners and tenants who wish to use the Dry Creek Village Community Pool must fill out this form & waiver. Each household should only fill out the form one time. The HOA must have this information file in order to release pool cards and give access to the pool during normal operating hours.

If you lease your house, please have the homeowner reach out to the Management Company for Dry Creek Village HOA to fill out a Pool Use & Pool Card Release Form. As the tenant who will use the pool, you must have a Release Form and this Pool Card & Pool Waiver form on file in order to receive your Pool Cards.

Starting June 1st forward, please reach out to Crest Management at info@crest-management.com if you have any questions related to Dry Creek Village HOA or the Dry Creek Village HOA Pool.

* Indicates required question

1. Email *

2. Address *

3. Do you OWN or LEASE this home?

*

Again, if you lease this property, please have the owner contact transervehoa@gmail.com to get a pool use and pool card release form.

Mark only one oval.

- ☐ Own
- ☐ Lease

HOUSEHOLD BASICS

This is basic information about the homeowners or tenants and residents in the household.

*If you are a tenant, please make sure you complete the followin section with **your** information *not* the information of the owner or property manager.*

4. Name of Homeowner(s) / Tenant(s): *

5. Phone Number(s) of Homeowner(s) / Tenant(s) *

6. Email Address(es) of Homeowner(s) / Tenant(s) *

7. List All Members of the Household who are ABOVE the Age of 18: *

(ex: Jeff Smith & Laurie Johnson)

8. List All of the Members of the Household who are BELOW the Age of 18 with their Current Age: *

(ex: Johnny Smith age 7 & Jamie Smith age 16)

POOL CARD POLICY

POOL CARDS FROM LAST YEAR CAN BE REACTIVATED

Please read below for important information regarding your Dry Creek Village Community Pool Cards:

ALL ASSESSMENT AND FEES MUST BE CURRENT TO GAIN ACCESS TO THE POOL

Each household is allowed a maximum of 2 Pool

Cards.

- The First and Second pool cards can be purchased for \$25
- Replacement pool

cards (3rd+) can be purchased for \$50

If a replacement card (3rd+) is purchased you must provide a previous pool card number to be deactivated.

ONLY TWO pool cards may be active for any household any at given time.

Unpaid pool cards will be deactivated after 7 days. Charges will still apply.

Unpaid pool card charges will incur interest and late fees after 45 days.

Pool cards cannot be shared outside of the household.

9. Number of Pool Cards Requested to be PURCHASED: *

Mark only one oval.

- ☐ ONE Pool Cards- This household would like to purchase 1 Pool Card for \$25
- ☐ TWO Pool Cards - This household would like to purchase a 2 Pool Cards for total of \$50
- ☐ NO Pool Cards - This household has a pool card or cards from last year and would to have them reactivated.

10. IF YOU ALREADY HAVE ONE OR MORE POOL CARDS: **Please list the pool card number or numbers to have reactivated.** (If not, please put N/A for this question.) *

11. Pool Card Policy Agreement: *

By typing my name below, I agree that our household will follow the pool card policies as set by Dry Creek Village HOA. I understand this policy may be updated or changed at any time without prior written notice.

POOL GUEST POLICY

Please read below for important information regarding your Dry Creek Village Community Pool GUESTS:

All households are allowed a maximum of 2 guests per pool card per day.

- If your household has 1 pool card, you are allowed a maximum of 2 pool guests per day.
- If your household has 2 pool cards, you are allowed a maximum of 4 pool guests per day.

All guests must be accompanied by the homeowner/tenant at all times.

The Association assumes no responsibility for any personal injury to any guest.

NO GROUPS OF 10+ PEOPLE WILL BE PERMITTED, regardless of the number of residents and guests in the group.

No POOL PARTIES will be allowed.

12. Guest Policy Agreement: *

By typing my name below, I agree that our household will follow the guest policy as set by Dry Creek Village HOA. I understand this policy may be updated or changed at any time without prior written notice.

POOL SIGN IN POLICY

Please read below for important information regarding your Dry Creek Village Community Pool SIGN IN procedures:

When you arrive at the pool, you will use your pool card to open the door.

Once inside the pool, you will be asked to sign in as follows:

- You must sign in for every person in your group.
- This includes the Pool Card Number, Name of Visitor, Dry Creek Address Associated with Visit, and whether the person is a Resident or Guest.
- If you leave the pool and come back later in the day, you will need to re-sign in.

13. Sign-In Policy Agreement:

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By typing my name below, I agree that our household will follow the sign-in policy as set by Dry Creek Village HOA. I understand this policy may be updated or changed at any time without prior written notice.

POOL RULES & SAFTY POLICIES

MAXIMUM OCCUPANCY: 100

Violators of pool rules will be reported, and pool privileges could be suspended.

- SWIM AT YOUR OWN RISK
- The Association assumes no responsibility for any personal injury to any guest.
- The Association assumes no responsibility for the loss, theft, or damage to personal property or effects left in the pool area.
- An adult, age 18 or above, MUST accompany children under the age of 16 years old.
- A working pool card is required to enter the pool area.
- Do NOT share your pool card with anyone.
- Do NOT open the gate for anyone who arrives at the pool without a working pool card.
- Keep the gate closed at all times. Climbing over the fence or gate is prohibited.
- All animals, with the exception to ADA, are prohibited from entering the pool area.
- Homeowners are allowed up to two (2) guests per pool card. Guest(s) must be accompanied by a homeowner.
- Alcoholic beverages and drugs are prohibited in the pool area.
- Any person suspected of being under the influence of alcohol or drugs is prohibited from entering the pool.
- Smoking, including vaping or e-cigarettes, is prohibited in the pool area.
- Bottles, glass, and other hazardous objects are prohibited within the pool area or bathroom facilities.
- Bikes, scooters, skateboards, hoverboards, and rollerblades are prohibited.
- Pool furniture is not allowed in the pool.
- Proper swimwear is required. Cut-offs are not allowed.
- No rafts or other floatation devices are allowed.
- Babies/toddlers must wear swim diapers in the pool area. Changing diapers within 6 feet of the pool is prohibited.
- All Persons Must Shower or Be Clean Before Entering the Pool.
- Oils/lotions clog the pool filters; please use as minimally as possible.
- People who appear to be afflicted with cuts, skin disease, communicable diseases, colds, fever, infection, or other physical ailments are prohibited from entering the water.
- Do not swim if you have been ill with diarrhea in the past 2 weeks.
- No spitting or bodily fluids in the pool.
- No person shall bring or throw into the pool, walkways, aisles, or restrooms any object that may endanger the safety of any person.
- No running, jumping, diving, tag games, 'cannon balling,' boisterous, or rough play of any kind is permitted inside the pool area.
- Consumption of food and beverages inside or within 2 feet of the swimming pool is forbidden.
- All patrons must keep the pool area clean and neat at all times.
- Safety equipment may NOT be used as toys or floats at any time.

- The pool will close during any severe or dangerous weather conditions.

Vandalism in the pool area will NOT be tolerated. This includes but is NOT limited to damaging pool furniture, throwing furniture in the pool, throwing rocks or stones in the pool, and stopping up plumbing.

Please report all acts of vandalism to the local police department.

14. Pool Rules & Safety Policy Agreement:

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By typing my name below, I agree that my household and all guests will comply with the Dry Village Community Pool rules. We understand that the pool will be open at times without lifeguards and we know that all household members and guests are swimming at our own risk. We will follow the commands of the lifeguards on duty. I understand pool rules and safety policies may be updated or changed at any time without prior written notice. I understand that if we do not comply with the rules our pool access may be restricted or removed.

DRY CREEK VILLAGE HOA RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY. BY TYPING YOUR NAME BELOW, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

My use of the pool facilities involves certain risks, including but not limited to:

- The risk of injury resulting from any activities at the pool without lifeguards present;
- The risk of injury resulting from possible malfunction of the pool equipment;
- The risk of injuries resulting from tripping or falling over obstacles in the pool area;
- The risk of injuries resulting from unsupervised swimmers colliding;
- The risk of other injuries resulting from participating in any action in the pool.

I will voluntarily use pool facilities with knowledge of the danger involved and hereby agree to accept any and all risks of property damage, personal injury, or death. I recognize and fully understand that the above list is not a complete or exhaustive list of all possible risks; the list only provides examples of types of risks that I am assuming.

In exchange for the utilization of the pool and area, I hereby agree to the conditions below. I fully intend and choose to give up the legal rights, as stated below:

- TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the Dry Creek Village CA, INC, its directors, officers, employees, management, volunteers, agents, or representatives (hereinafter referred to as the "HOA") relating to my use of the pool and pool area;
- TO RELEASE THE HOA from any and all liability for any loss, damage, injury, expense, or other cost that I may suffer or that my next of kin may suffer in connection with my use of the HOA pool or pool area to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE HOA or Management;
- TO HOLD HARMLESS AND INDEMNIFY THE HOA or Management from any and all liability to property, or personal injury to, any third party, resulting from the use of the pool or pool area
- That I am over the age of 18 and that I am responsible and will adhere to all the rules of the property;
- That this Waiver, Release, and Agreement is fully effective and shall be effective and binding upon me, and my heirs, next of kin, executors, administrators, and assigns, guests or anyone else authorized to act on my behalf or on behalf of my estate.

I agree to take full responsibility for others (my family, friends, and relatives) that gain access to the Dry Creek Village pools with access card issued to me or with my company. I will make sure such persons agree to the term of this agreement in its entirety before allowing use of my access card or pool card or going to the pools with me, and I will reimburse the HOA all costs related to claims from such persons against the HOA as a result of using the pools.

I have read and understood this document. I am aware that by this document, I am waiving certain legal rights that I may have against the HOA, and I fully agree to do so.

15. I have read and understood this RELEASE OF LIABILITY, WAIVER OF CLAIMS, *
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. By typing my name below,
I am waiving certain legal rights that I may have against the HOA, and I fully agree
to do so.

16. I have read and understood this RELEASE OF LIABILITY, WAIVER OF CLAIMS, *
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. By typing my name above,
I am waiving certain legal rights that I may have against the HOA, and I fully agree
to do so on this date:
