

Jonathan's Landing Community Association Pools Membership Agreement Instructions

1. Read the Agreement.
2. Make sure you and everyone in your household understands the pool rules. Each member is responsible for the actions not only of themselves but also their children and guests.
3. Complete the Membership Form and return to:

JONATHANS LANDING COMMUNITY ASSOC INC
10214 CHESTNUT PLAZA DR PMB 223
FORT WAYNE, IN 46814

OR

Scan and e-mail to:

info@yourjlca.com

Forms received during the off season when the pool is closed, will be placed on file and processed closer to the pool's next scheduled opening date. Forms received during the summer months when pool is open will be processed as soon as possible.

Once your membership form has been processed, a pool access token (Key FOB) will be delivered to you. Normally these will be placed in the newspaper boxes below your regular mailbox. An e-mail or phone call will be made to advise you that it has been delivered.

Jonathan's Landing Community Association Pools Membership Agreement

The following Agreement ("Membership Agreement") setting forth the terms and conditions of membership in the Jonathan's Landing Community Association Pool (the "Pool") is hereby entered into by and between the individuals listed on the attached Membership Form and Jonathan's Landing Community Association (the "Association").

Rules and Regulations. I have received a copy of the Fees, Rules, and Regulations for the Jonathan's Landing Community Association 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.

Membership. In exchange for the payment of the annual membership fee (included in my annual association dues assessment), I understand that I will have the right to use the Pool facilities in accordance with the terms and conditions contained in the Membership Agreement. I further understand and agree: (1) this membership in the Pool is not transferable; (2) all members using the pool reside at the same address specified in my application; and (3) there shall be no proration of the annual membership fee for any reason.

Waiver of Liability. In consideration of the membership rights granted in the 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 Jonathan's Landing Community Association 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 Association, its officers, employees, or agents. Individually, and on behalf of my executors, administrators, successors, heirs and assigns, expressly forever release and discharge the Association, its 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 Association 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 Membership 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 Association. 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 Indiana.

Jonathan's Landing Community Association Pools

Fees, Rules and Regulations

DEFINITION OF MEMBERS

The Pool is a "neighborhood" pool and is not available for use by the general public. Its membership is restricted to residents and their guests only.

POOL FEES

The annual association assessment includes membership to the pool. Members not in good standing will be denied access.

Each residence will be provided with one (1) key fob for access to the pool. No (0) additional key fobs will be provided. **The cost to the resident to replace a lost/stolen key fob will be \$10.** Upon issuing a new key fob, the lost/stolen key will be deactivated.

POOL HOURS

The Pool will be open from the Saturday of Memorial Day weekend through the end of the day on Labor Day.

Normal Pool Operating Hours will be Monday through Sunday, 9:00 a.m. – 9:00 p.m.

GENERAL POOL RULES

Use of the pool is restricted to Association residents and their guests. The following rules and regulations were established for the protection and benefit of all Association residents and their guests, to assure safe and sanitary operation of the facilities. Residents and/or their guests who fail to comply with these rules risk suspension of all amenities.

The pool and its surrounding areas are monitored by security cameras for your safety, protection, and prosecution when necessary.

The Main Pool is 5 feet deep at the deepest end and 3 feet at the shallowest. There is **NO** Lifeguard and **NO** diving. An Emergency Phone 911, (**RED**) is available for emergencies only. The maximum capacity for the main pool is 96 persons. The gate locks after entering or leaving, and can be unlocked only with a key fob.

- 1) A responsible member (16 years or older) shall accompany persons under the age of 14. Persons 14-18 years are allowed one guest per visit.
- 2) Guests must be accompanied by a resident.
- 3) Glass containers, food, smoking and pets are forbidden in pool areas. Food in designated areas only.
- 4) Only garments specifically designed for swimming shall be allowed in the pool. Street clothes not intended for swimming are prohibited in the pool area.
- 5) Persons with infectious diseases are prohibited from using the pool and bathing facilities. Persons with considerable exposed sub epidermal tissue, open blisters, cuts, etc. are likely to become infected and shall not use the pool.
- 6) Persons who are ill or have had diarrhea within the last 2 weeks should not be allowed in the water. (Research has shown that people with cryptospondlosis continue to shed crypto cysts in their stool for 2 weeks after diarrhea has ended and, therefore, can infect others).
- 7) Diving, running, horseplay or other activities that might be injurious to persons are prohibited.
- 8) Children that are NOT potty-trained must put on clean swimming diapers or tight fitting rubber or plastic pants before entering the pool. **NO** disposable diapers.
- 9) Diaper changing is **NOT** allowed pool side. Do not allow young children to "rinse off" or be "dipped" in the pool as part of diaper changing.
- 10) Balls and floating devices, at times, may not be appropriate.

- 11) Use of pool and all facilities is at each individual's risk.
- 12) Jumping fences revokes all privileges for the season.
- 13) Use restroom to take a cleansing shower before entering the pool.
- 14) No spitting, spouting of water or blowing the nose in the pool.
- 15) No running, boisterous or rough play allowed in the pool area.
- 16) No profanity.
- 17) Alcohol is NEVER permitted in the pool area. Drinking alcohol or being intoxicated while at the pool will suspend all pool privileges.
- 18) No smoking. The pool is a smoke-free environment.
- 19) You will be held responsible for intentional damage to the pool facilities. Violators will be prosecuted.

Report All Violations To JLCA @ 260-673-5440

Jonathan's Landing Community Association
Pools Membership Form

Owner's Name(s): _____

Address: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____

Are you in need of a key? **YES**_____ **NO**_____ If NO, please provide **FOB#**_____

The undersigned agree to abide by the terms of this Agreement, including all Pool Rules and Regulations (each person aged 18 or older must sign):

MEMBERS:

	Name (Please Print)	Birthday	Signature
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Please mail completed form to:

Jonathan's Landing Community Association, Inc.
10214 Chestnut Plaza Drive PMB 223
Fort Wayne, IN 46814

OR scan and e-mail to: info@yourjlca.com

FOR ADMIN USE ONLY

DATE: _____

LOT #: _____

FOB #: _____