Oak Hills

# Pool Rules and Liability Waiver

Oak Hills Homeowners Association ("Association") Pool Rules are binding on all users and are enforceable under the Association's Declaration, Bylaws, rules and regulations, and Board of Directors ("Board") resolutions. The pool is for the exclusive use of Association owners ("Members"), the Member's household, Association residents, and invited guests.

## Definitions

**Member.** Individuals who are current residents and property owners within the OHHA community and are in good standing with the Association, including compliance with all dues, assessments, and governing documents.

**Resident.** Any individual who resides full-time within a property in the OHHA community, regardless of ownership status. This includes renters, lessees, or others authorized by a Member to occupy the property. Residents must comply with all community rules and policies but do not possess voting rights unless they are also a Member.

**Household Members.** The spouse, domestic partner, or legal dependents of a Member or Resident who reside full-time at the same address.

**Guests.** Any individual invited by a Member or Household Member to use Oak Hills facilities who does not reside within the Member's household. Guests are the responsibility of the inviting Member and must comply with all facility rules, safety guidelines, and community standards.

## General Rules

- All Members, residents, household members, and guests (including house sitters, caregivers, and babysitters) who use the pool are covered under this waiver. Members and residents must sign on behalf of minors or those who cannot legally sign for themselves.
- Pool users must follow all posted regulations.
- There are times when the pool is open and THERE IS NO LIFEGUARD ON DUTY. Use of the pool is always at the user's own risk. The Association and its representatives will not be responsible for any injury or death arising from pool use. All users must follow the "buddy system" and not swim alone.
- Pool users must observe all pool rules and etiquette, be kind to others, and follow all requests from staff and lifeguards. In case of emergency, call 911.
- Any use of the pool outside of posted hours will be considered trespassing.
- Members and residents are required to use key fobs for pool entry and for locker room access.
- No one may reserve or hold space for others not present at the pool.
- All pool users must take a cleansing shower before entering the pool.
- Members and residents must accompany and supervise guests at all times. Guests are not permitted to bring other guests.
- No one may use the pool unless they have had swimming lessons, know how to swim, are taking swimming lessons, or are accompanied by a buddy who can swim. Per Oregon Administrative Rules Chapter 333 (eff. April 1, 2025): children under the age of 14 must have direct supervision by a person aged 18 or older.
- No running on the deck, dunking, water fighting, backflips, diving in the shallow end, horseplay, standing on the pool divider wall, or pushing into the pool. No rough or disorderly conduct, loud music, foul or abusive language, intoxication, or littering.
- Those with illness symptoms or who have tested positive for an illness within the previous five days may not use the pool. Those who have had diarrhea or a waterborne communicable disease in the past two weeks may not use the pool.
- Food is not permitted on the pool deck or in the pool. Non-alcoholic beverages in plastic or unbreakable containers are permitted on the deck only.
- Smoking and vaping are not permitted.

- Persons not in control of natural body functions must wear plastic or leakproof rubber garments. Disposable diapers are not permitted.
- Permitted pool items: arm floats, noodles, float rings, kickboards, vests, small sponge/Nerf balls, pool balls, and beach balls.
- Not permitted in the pool: water/air mattresses, free-floating inflatables larger than 2×2 feet, water/squirt guns, surfboards, sports balls, frisbees, and food/drink.
- Not permitted in the pool area: pets (except service animals), glass items, litter, smoking paraphernalia, and food within four feet of the pool.
- Vandalism, tampering with property, and littering are not permitted.

## Pool Violation Enforcement

Members should alert Association staff, lifeguards, and pool attendants about pool rules violations. Staff and lifeguards may direct users to stop unsafe behavior or require violators and guests to leave immediately. Upon submission of a violation report, a 48-hour household suspension will go into effect while the Board investigates. Sanctions may include:

- First Violation: up to a two-week suspension
- Second Violation: up to a one-month suspension
- Third Violation: up to a three-month suspension

If a person is observed on pool premises outside of pool hours, or if pool privileges have been suspended, police will be called and the Association will press charges.

## Pool Emergency Action Plan

In the event of a pool emergency:

1. Call 911 and report a medical emergency at 2400 NW 153rd Ave., Beaverton, Oregon 97006.
2. All pool users must immediately exit the pool area and wait until further notice.
3. Direct someone to guard and open the gate. If no one else is available, prop the gate open.
4. Notify an Association staff member or Board member. Phone numbers will be posted at the pool.
5. The Association staff or Board member will complete an Accident Report Form after the emergency.

## Pool Use Release and Liability Waiver

In consideration for use of the Oak Hills Homeowners Association (“Association”) swimming pool (“Pool”), and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, I agree to this Pool Use Release and Liability Waiver Agreement (“Agreement”) on behalf of myself, all household members listed in this registration form regardless of age, and any guests I bring to the pool at any time during the season, as follows:

**Pool Rules.** I have reviewed and will comply with all Association Pool Rules, and I will ensure that all household members and guests I bring to the pool are aware of and comply with these rules.

**Risks.** I am voluntarily choosing to use the Pool and am authorizing household members and guests to do so. I understand and acknowledge that using the Pool might involve risks including bodily injury, partial or total disability, psychological injury, pain, suffering, sickness, paralysis, and death, as well as damage or destruction of personal property (“Risks”). I understand that the social, psychological, and economic losses or dangers can be severe and that not all risks may be known or foreseeable.

**Viral Transmission.** I understand that viruses are easily transmissible and that viral infection can occur. By voluntarily using the Pool, I am knowingly and voluntarily subjecting myself, my household members, and my guests to possible viral exposure and its consequences. I will take all reasonable measures to protect myself and others.

**Release. I RELEASE, WAIVE, AND DISCHARGE THE ASSOCIATION, ITS RESPECTIVE DIRECTORS, OFFICERS, AGENTS, LEGAL COUNSEL, EMPLOYEES, CONTRACTORS, STAFF, LIFEGUARDS, MANAGERS, MANAGEMENT COMPANY, VOLUNTEERS, REPRESENTATIVES, AND THEIR PREDECESSORS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, “RELEASEES”) FROM ANY AND ALL LIABILITY,**

**NEGLIGENCE, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ARISING FROM OR RELATED TO ANY OF THE RISKS, ON BEHALF OF MYSELF, ALL HOUSEHOLD MEMBERS LISTED IN THIS FORM, AND ANY GUESTS I BRING TO THE POOL. THIS RELEASE DOES NOT RELEASE THE RELEASEES FROM THEIR GROSS NEGLIGENCE OR INTENTIONAL CONDUCT.**

**Indemnification. I AGREE TO INDEMNIFY, DEFEND, AND HOLD THE RELEASEES HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, LOSSES, OR EXPENSES OF ANY NATURE WHATSOEVER (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING FROM OR RELATED TO MY POOL USE, MY HOUSEHOLD MEMBERS' POOL USE, AND MY GUESTS' POOL USE AND THE ASSOCIATED RISKS.**

**Acceptance.** I accept responsibility for all losses or damages resulting from Pool use by myself, my household members, and my guests. If any person covered under this waiver requires medical care, I authorize the Association to provide all emergency medical care deemed necessary, including first aid, CPR, use of AEDs, emergency transport, and sharing of medical information with medical personnel. I agree to be financially responsible for any costs incurred and confirm I carry health insurance for myself and my household members. I also agree to be responsible for any damage to Association equipment or facilities caused by myself, my household members, or my guests.

**Covenant Not to Sue. I COVENANT NOT TO SUE OR BRING ANY CLAIM OF ANY KIND AGAINST RELEASEES ARISING FROM OR RELATED TO POOL USE BY MYSELF, MY HOUSEHOLD MEMBERS, OR MY GUESTS, AND THE RISKS OR DAMAGE OR LOSS TO PERSONAL PROPERTY.**

**Trial Waiver. I KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY OR BENCH TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS NEGOTIATED AND IS A MATERIAL INDUCEMENT TO THE RELEASEES' PERMISSION TO USE THE POOL.**

**Binding Effect.** This Agreement will remain in effect for any Pool use, including initial and any subsequent use, until revoked in writing and approved in writing by the Association. It is my express intent that this Agreement binds any assigns and representatives and covers all household members listed in this form and any guests brought to the pool during the season.

**Interpretation.** This Agreement will be construed, interpreted, and controlled according to the laws of the State of Oregon.

**Acknowledgment.** By completing this registration form, I acknowledge that I have read this Agreement, that I understand it, and that I execute it voluntarily as my own free act and deed as part of the Oak Hills Community Association 2026 pool access registration process. I acknowledge that I am registering on behalf of myself, all household members listed in this form regardless of age, and that I accept full responsibility for their conduct and safety while on pool premises. I further accept full responsibility for the conduct and safety of any guests I bring to the pool during the 2026 season. I understand that I have given up substantial rights, that no oral representations or inducements apart from this Agreement have been made, that I am at least 18 years of age and fully competent, and that I execute this Agreement for full, adequate, and complete consideration, intending to be bound by this Agreement.