

## TABLE OF CONTENTS

Section 1: Effective Date .....	2
Section 2: Terms and Definitions.....	2
Section 3: Admission Policies.....	3
Section 4: Dues and Fees .....	5
Section 5: Children Pool Usage and Patch Test .....	7
Section 6: Hours of Operation and General Pool Usage .....	7
Section 7: Health and Safety .....	9
Section 8: Parking/Driving .....	11
Section 9: Family Environment Policies .....	11
Section 10: Off Season Use .....	12
Section 11: Enforcement of Policies and Regulations .....	12
Section 12: Coordination with the ByLaws .....	13

## **Dunn Loring Swim Club Policies and Regulations**

These Policies and Regulations have been established by the Dunn Loring Swim Club Board of Directors to assure the safe and sanitary operation of the Dunn Loring Swim Club and to provide recreation for the mutual pleasure of all the Members and their guests.

### **Section 1: Effective Date.**

These Policies and Regulations have been established by the Board of Directors of the Dunn Loring Swim Club and will become effective starting from the 2017 season and until the Board of Directors revises them.

**Section 2: Terms and Definitions.** This section defines various terms used throughout these Policies and Regulations.

- a. “Adult” means any persons 21 years of age or older.
- b. “Baby Pool” refers to the pool on the far left, when entering the Dunn Loring Swim Club, which is enclosed by a fence. The Baby Pool is sometimes referred to as the Wading Pool.
- c. “Board” means the Dunn Loring Swim Club Board of Directors.
- d. “ByLaws” refers to the ByLaws for the Dunn Loring Swim Club, Inc.
- e. “Child” means any persons under 21 years of age.
- f. “Club” or “Club Facilities” means the Dunn Loring Swim Club.
- g. “Gate Control Card” refers to the card submitted to the Dunn Loring Swim Club by each member household.
- h. “Household” refers to members of a family residing in a single residence. Individual(s) who reside as renters in rental units or accessory dwelling units belonging to membership owners are not considered permanent residents of the household and are not entitled to use of the Club as part of the owner’s membership rights. (*Ref: ByLaws, Article III*)
- i. “Policies and Regulations” refers to the following Policies and Regulations that have been adopted by the Dunn Loring Swim Club Board of Directors and are set to assure the safe and sanitary operation of the Dunn Loring Swim Club.
- j. “Main Pool” refers to the pool on the left, when entering the Dunn Loring Swim Club, with the diving well.
- k. “Manager” or “Manager-on-Duty” refers to the specific staff member who is managing the pool. The name of the Manager is listed at the front desk.

- l. "Patch" or "Patch Test" refers to a test all children 11 years of age or younger are required to take in order to be allowed in the pool without adult supervision and go off the diving board.
- m. "Temporarily Resides" means visiting a parent/grandparent's home for a minimum of 24 hours (overnight stay).
- n. "Training Pool" refers to the pool on the right, when entering the Dunn Loring Swim Club, with the 2½ section.

**Section 3: Admission Policies.** This section of the Policies and Regulations reviews the various admission policies of the Club.

- a. **General.** Admission to the Club facilities is granted only to the households of Active Memberships in good standing and their guests and summer renters and their guests. Memberships are considered in good standing so long as all dues and fees are paid in the manner prescribed in the ByLaws and so long as persons entitled to use the Club's facilities comply with the Policies and Regulations of the Club. (*Ref: ByLaws, Article III*)
- b. **Children/Grandchildren/Grandparents.** Children and/or grandchildren and/or grandparents are permitted to use the Club facilities without paying a guest fee when accompanied by a Member.
- c. **Unaccompanied Member Children.** A child who is listed on the Gate Control Card may be admitted to the pool unaccompanied provided the child is at least 10 years old **and**, has obtained his or her Patch, if the child is under 12 years of age.
- d. **Guests.** Guests must be accompanied by a Member, 12 years of age or older, who is listed on the Gate Control Card. If the accompanying Member is between 12-14 years of age, then the minimum age for the guest is 12. If the accompanying Member is under 18, then the maximum number of guests the member is permitted to bring into the Club is 2. The Member must remain at the pool with guests at all times. Guests are required to provide their name, and teenage guests are required to show ID at check-in. There are no exceptions to this policy. Fees for guests are listed in Section 4 of these Policies and Regulations.
- e. **Babysitters.** Members must add their sitter/nanny/childcare provider information to their DLSC account in the online Member Portal under "Members" and include their photo if the sitter is 18 years or older. Sitters may not enter the Club if they come on their own without the children. The Member is not required to accompany the sitter.

When your sitter comes to the pool, they should be prepared to:

- Tell the Front Desk staff either your DLSC account number or your last name and
- Show a photo ID if their picture is not on your account.

**Additional Requirements**

- Sitter/nanny/childcare provider must be 14 years or older
- The sitter's own children may also be admitted (See Section 4, Policies and Regulations for fees).
- The sitter must remain at the pool with the children

- The maximum number of children per sitter is 5. One adult may be responsible for no more than 5 children under 12 years of age.

f. **Separation/Divorce.** A Membership covers one family unit in one residence only. In the event of a marital separation or divorce, the non-resident spouse, when accompanied by a member of their family included in the pool membership, may use the pool upon payment of a fee. Fees for this situation are listed in Section 4 of these Policies and Regulations.

g. **Gate Control Cards.** Gate Control Cards are cards that each member household must submit with their dues. These cards contain information regarding each Owner Member and the Members of his/her household. A photograph of each Member must be submitted along with the Gate Control Card. Proof of residency must be submitted with the gate control card or at the front desk prior to entering for the season for any Member of the household unless the Member is related to a Member of the household and younger than 26 years. Proof of residency includes a government issued ID card, a current pay stub, or a current utility bill with address. Gate Control Cards are for pool use only and are kept at the front desk. Entry may be denied if signed gate controls have not been provided. Upon payment of seasonal dues and submission of the Gate Control Card, each active Member will be assigned to a membership for each season.

h. **Check-In Procedure.** When entering the Club, one member of the Member family is required to provide the Membership number and names of all Members entering the Club. The front desk worker uses the photos provided to confirm the membership and log the entry. Entry may be denied if photos have not been provided. Similar check-in procedures are employed for summer rentals. Members' guests are required to register at the front desk.

i. **Fraudulent Use of Membership.** Members or summer renters who attempt to admit people to the pool in violation of these Policies and Regulations may be subject to expulsion or suspension of their Club privileges. (*Ref: ByLaws, Article III*)

j. **Membership restriction.** The Board has determined that the transfer of membership rights to a renter is inconsistent with our Inactive Member, Summer Rental policies, and the spirit of "membership". The membership belongs to the family/individual, not the address. Renters would, in effect, jump over the 400+ families/individuals on the waitlist. As such, the Board voted to eliminate this practice starting in the 2020 season.

k. **Proof of Residency Policy.** Access to Pool Facilities is limited to the membership owner and all others who permanently reside at the membership owner's address. (*Ref: ByLaws, Article III*). Anyone over 25 years old who is not a membership owner must provide proof of residency that verifies the person lives at the same address as the membership owner. Proof of Residency is required annually for all non-owner household members older than 25 years old. The following documents are acceptable. Individual(s) who reside as renters in rental units or accessory dwelling units belonging to membership owners are not considered permanent residents of the household and are not entitled to use of the Club as part of the owner's member rights.

- Driver's license, learner's permit or DMV-issued photo ID cards displaying the applicant's current address
- Payroll check stub issued by an employer within the last two months

- Utility bill, not more than two months old, issued to the non-owner household member (examples include gas, electric, sewer, water, cable or phone bill)

**Section 4: Dues and Fees.** This section of the Policies and Regulations reviews the various dues and fee of the Club (updated June 2024)

**a. General.** The Board has approved all dues and fees and reviews the amounts on an annual basis. If the Board revises the amounts, Members will be notified. The dates listed in this section refer to the date of the postmark if mailed or online payment for all dues, fees and/or requests.

**b. Membership Equity Share and Initial Fee.** New members pay a \$475 non-refundable initial fee in addition to the \$900 equity share to purchase membership to the Club.

**c. Annual Dues. \$680** The Annual Dues are due to the Club each year by March 15th. A \$45 late fee is charged for dues postmarked or paid online after March 18th. An additional \$55 fee is charged for dues postmarked or paid online after April 18th. The Club may not be used by a Member until all dues and/or late fees are paid in full. Unpaid dues and fees are deducted from the Membership Equity Share as detailed below. If unpaid dues/fees are greater than the Membership Equity Share, the membership will be terminated. If dues are more than 60 days in arrears, the membership will be placed on Involuntary Inactive Status for the season and commensurate fees will be assessed. (Ref: By-Laws, Article III)

**d. Senior Dues.** For our senior members who have been members for a minimum of 5 years, annual dues are reduced to the following amounts (proof of member age required):

- Aged 65 and over \$620
- Aged 75 and over \$555

**e. Guest Fees.** Weekdays- \$5 per person per day. Weekends and Holidays- \$8 per person per day. For a guest staying in a member's home for up to 14 days, an extended guest pass is available for \$65 per person.

**f. Babysitter and Babysitters' Children's Fees.** There is no admission fee for a babysitter whose name and information has been submitted by a Member (see Section 3e). The fees for a babysitter's own children, if any, are \$5 per child per day or \$75 per child per season. One adult may be responsible for no more than 5 children, 12 years of age or younger.

**g. Seasonal Child Care Fees -- \$125 per child.** A member who is providing childcare in their home for non-member children may pay a fee of \$125 per child for the summer season to bring that child into the Club in lieu of a daily guest fee. The member must remain at the pool with the child(ren). One adult may be responsible for no more than 5 children who are 12 years of age or younger.

**h. Seasonal House Guest Fee -- \$200 per person.** A person visiting a Member's home during the summer who does not reside there may pay a \$200 fee to use the pool for the summer. The guest must permanently reside outside a 50-mile radius of the pool and provide proof of

residency. The guest may come to the pool without the member at any time. Seasonal house guests are not eligible for participation on the Swim or Dive teams.

**i. Non-Resident Spouse Fees.** The fee for a non-resident spouse, in case of separation or divorce, to use the Club facilities is \$5/\$8 per day or \$50 per season. The non-resident spouse must be accompanied by a member of the family included on the Club membership.

**j. Pavilion Fee.** The fee to reserve the pavilion for a party is \$40 on weekdays and \$55 on weekends.

**k. Inactive Fees -- \$135 per season.** The annual fee for inactive Members who wish to retain their membership is \$135 per season and must be paid by March 15th. A late fee of \$45 is charged for dues postmarked or paid online after March 18th. An additional \$55 fee is charged for dues postmarked or paid online after April 18th. The slots of members choosing inactive status are offered as a Summer Rental to waitlist candidates. Their membership is retained but they may not access the facilities for the current season or change their status back to Active until the next season. Members may not designate which waitlist candidate receives the offer.

**l. Involuntary Inactive Fee -- \$210 per membership in addition to the two late fees (\$100)** If dues are not paid by May 4th, the Member is placed on “involuntary inactive” status and deemed “inactive” for that season and assessed a \$210 “involuntary inactive” fee, in addition to the two late fees (\$100).

**m. Redemption of Membership.** Memberships are not transferable except that Members who are homeowners in Dunn Loring Wood or Stonewall Manor have the option of offering their DLSC Membership in connection with a home sale. Memberships generally may be redeemed at the original share paid unless there are any delinquent dues or fees. (Ref: Bylaws, Articles III). Redemption may be deferred if the Board determines by a majority that deferral of all redemptions is necessary to meet the financial needs of the Dunn Loring Swim Club. (Bylaws, Article III, Section 6). A written redemption request must be submitted to the DLSC Business Manager by March 15 to avoid payment of dues (or to receive a full refund of current dues paid). If a request is postmarked or paid online after March 18th and dues were not paid or were paid late, a \$45 late fee (if not already paid) will be subtracted from the redemption. An additional \$55 fee will be subtracted for dues postmarked or paid online after April 18th.

Annual dues will be refunded according to the following schedule:

- A full refund for requests received by March 15th
- A \$100 refund for requests received by July 15th
- No refund for requests made after July 15<sup>th</sup>

**n. Returned Check Fee.** A fee of \$35 will be assessed for checks returned for insufficient funds.

**o. Wait List Fee.** When the membership reaches the maximum permitted by the ByLaws, no new memberships will be issued, and a wait list of people wishing to join the Club will be established. To be placed on the waiting list, a potential member must pay a nonrefundable registration fee of \$55 plus \$1.95 credit card processing fee. Visit the Membership page and

click on the “Join the Pool” button to complete the application and pay the fee. When the registration fee is paid, the potential member is placed at the bottom of the waiting list and advances as vacancies occur. A person may not elect to be passed over and remain on the list.

**Section 5: Children Pool Usage and Patch Test.** This section of the Policies and Regulations reviews the requirements for children and the requirements of the Patch Test.

a. **Age Requirements.** Children 11 years of age and younger must pass an annual Patch Test to use the diving board or go into water deeper than their shoulder height. Children must also pass the Patch Test in order to participate on the Swim and Dive Team(s).

b. **Test Requirements.** The Patch Test consists of the following:

- Swim the length of the pool with a competent stroke;
- Tread water for one minute; and
- Float on their back for 15 seconds.

It is left up to the discretion of the Manager as to whether a child passes the Patch Test. If a child fails the Patch Test, they can take the Patch Test again at a later date.

c. **Test Times.** The Manager on Duty establishes the times for giving the Patch Test. A Member may make arrangements with the Manager to have a child take the Patch Test. Most often, the Manager gives the Patch Test during breaks.

d. **Parent Signature.** The Parents/guardian signature on a successful Patch Test card indicates permission for the child to use the pool and use it unaccompanied, so long as they meet the requirements of Section 3.c of these Policies and Regulations.

e. **Children who Fail the Patch Test.** Children who are not able to pass the Patch Test must be directly supervised and are limited to either the 2 ½ section of the Training Pool or areas within a pool that do not reach their shoulders. If the child wishes to be in waters that are deeper than the height of their shoulder, they must be accompanied by an adult and the adult **must** remain within arm’s length of the child.

**Section 6: Hours of Operation and General Pool Usage.** This section of the Policies and Regulations reviews the hours of operation of the pool and the general pool use policies.

a. **Hours of Operation.** The normal hours of operation of the Club are generally as follows:

- 12:00pm to 9:00pm on Fairfax County School Days;
- 11:00am to 9:00pm on Weekdays;
- 11:00am to 9:00pm on Saturdays and Sundays;
- Closes at 6:00pm on the 4<sup>th</sup> of July;
- Closes at 7:00pm on Labor Day;
- Other exceptions are posted at the front desk.

b. **Inclement Weather Closings.** The Club closes whenever, in the judgment of the Manager, the weather is too hazardous to remain open. If thunder is heard or lightning is observed, the Manager will close the pool and it shall remain closed until 30 minutes after any thunder and/or lightning is heard or seen. If the Club is to remain closed for the remainder of the day, this will be announced.

c. **Vacating the Pool Premises.** Members, summer renters, and their guests must promptly vacate the enclosed pool area at closing time or when the Club closes due to inclement weather or when otherwise directed by the Manager. At the Manager's discretion, Members, summer renters and guests may remain inside their cars in the DLSC parking lot while the pool is closed for inclement weather. If a member's child is at the pool when it closes due to inclement weather, a parent is expected to make arrangements to have their child picked up and brought home as soon as possible. These "vacating the pool premises" rules apply during swim and dive meets and all coaches, team representatives and league officials must vacate the pool premises and comply with all directives from the Manager.

d. **Slack Periods.** One pool may be closed during slack periods, times when there are staffing restrictions, or due to Fairfax County regulations at the discretion of the Manager. During these slack periods, Members may request lap lanes for the open pool.

e. **Hourly Breaks.** Both pools are closed for "break" for 10 minutes each hour, except that there is no break before the 9:00pm hour. Only persons 14 years of age or older are allowed in the pools during the hourly break periods.

f. **Adult Usage.** Adult "lap lanes" are provided in the training pool at all times. As previously stated, adults are defined as persons 21 years of age or older.

g. **Baby Pool.** Use of the Baby Pool is limited to children under 6 years of age or younger. Lifeguards are not provided in the Baby Pool area. The children in the Baby Pool area must be accompanied and supervised by a person 14 years of age or older at all times. Children who are not potty-trained must wear diapers made for use in pools. If there is an accident in the baby pool, please advise the nearest lifeguard. Inflatable rings or tubes are not allowed in the Baby Pool.

h. **Training Pool.** Use of the 2 ½ foot section of the training pool is limited to children under 9 years of age or younger and those supervising them.

i. **Morning Swim.** The morning swim option may be available to any Member who would like to swim laps in the morning. Days and times are posted at the front desk. Lifeguards are available during morning swim. Guests are not permitted during early morning swim.

j. **Special Event Closing.** One or both pools may be closed for special activities such as, but not limited to, children's parties, swim & dive team events, etc. Any such closings are generally be posted in advance at the front desk.



k. **Group Parties.** Members are invited to use the pool facilities during regular hours to hold small birthday parties and other various events. The Manager may limit parties during peak periods or when other pool events are scheduled. Groups of eight or more require advance scheduling with the Manager, Pool Administrator or the front desk. There must be one adult for every 5 children who are 12 years of age or younger. The policies and regulations regarding guest fees and patch test apply to group parties.

l. **Pavilion.** Reservations are necessary for parties that are held in the pavilion. The tables in the pavilion are for picnicking only. No items may be nailed to the structure of the pavilion. A security deposit and/or use fee may be required for use of the pavilion. Please ask the Manager or front desk staff to make your reservations to use the pavilion and to pay the required fees.

**Section 7: Health and Safety.** This section of the Policies and Regulations reviews various health and safety policies of the Club.

a. **Manager Authority.** The Manager is responsible for maintaining a healthy and safe pool environment. He/she, therefore, has the authority to prohibit or restrict any activities or equipment that he/she deems unhealthy or unsafe. The Manager and his/her representatives are in charge of the Club facilities at all times and Members, summer renters, and their guests, including Directors, must follow their instructions with respect to use of the Club. The term “Manager” in connection with the DLSC Policies and Regulations includes the Pool Administrator, the Managers, the Head Lifeguard and any lifeguard who is serving in the role of manager during a particular shift.

b. **Lifeguard Authority.** Swimmers shall render their attention to the lifeguard immediately upon hearing the lifeguard’s whistle and clear the pool immediately when directed to do so. Lifeguards have full authority to clear the pool in case of an emergency.

c. **Parental Supervision.** The primary focus of the lifeguards is the safety of those using the pool. Parents are responsible for their children who are using the facilities. Children that are under ten at the facilities must have an adult or babysitter fourteen years or older supervising them at all times. In addition, the Manager or DLSC Board of Directors have discretion to and may require that certain children ten years old or over have an adult supervising them when they are using the DLSC facilities if the Manager or DLSC Board of Directors determine in their discretion that this is necessary to ensure the safety and enjoyment of others using the facilities.

d. **Risk Assumption.** All Members, summer renters, and their guests use the Club facilities at their own risk.

e. **Unguarded Facilities.** Swimming is prohibited outside of regular hours and in the absence of a lifeguard even if the Club is open.

f. **Showers.** Swimmers are urged to take a soap shower before entering the pool.

g. **Illness.** Persons should not use the pool during or immediately following any personal illness. This includes, but is not limited to, infections of the skin, eyes, respiratory or

gastrointestinal systems, open lesions, while wearing bandages or having coughs or colds. Any person who is ill or shows signs of an illness may be asked to leave the Club.

h. **Grass and Sand.** Swimmers should enter the pool deck only through the entrances provided and must rinse off all clinging grass, sand and other debris at the shower pads provided around the pool deck.

i. **Toilet Training.** All children who are not toilet trained are required to wear diapers specifically made for swimming at all times. Normal, everyday diapers are not allowed in the pool.

j. **Injuries.** All injuries which have occurred on the Club premises, including the parking lot, should be reported to the Manager immediately.

k. **Medical Assistance.** When, in the judgment of the Manager, it becomes necessary to call for medical assistance or advice (i.e. ambulance), any and all charges or fees that may be assessed shall be paid by the person or Member needing medical assistance. If the medical assistance is for a Member's guest, both the Member and guest receiving the assistance shall be responsible for all charges or fees assessed and for reimbursing the Club for any payments the Club is required to make in connection with the incident.

l. **Tables.** No sitting or standing on tables.

m. **Bicycles.** Bicycles must be placed at the bike rack. Locks are recommended. The Club cannot ensure that your bicycle is not be taken.

n. **Wheels.** No roller skating, skateboarding, rollerblading or scootering on the deck or Club property.

o. **Running.** No running on the deck.

p. **Diving.** The following rules apply to diving at the pool:

- No flips or back dives off the side of the pool.
- Only one person on the diving board at a time.
- Wait your turn to dive. No cutting in line.
- One bounce only on the diving board.
- Dive straight off the board.
- After diving off the board, you must exit using the ladder on the side of the pool from which you dove.
- Do not dive until the diver before you has exited from the pool.
- Only attempt dives within your ability level.
- No sitting on the board or sitting or standing on the board railings.
- No diving with objects in your hands.

**Section 8: Parking/Driving.** This section of the Policies and Regulations reviews the various parking and driving policies of the Club.

- a. **Good Neighbor.** The Club is located in a residential area under the authority of a Special Use Permit issued by Fairfax County. We need to maintain amiable relations with property owners in the vicinity. Please be respectful of our neighbors. Therefore, horn blowing and other obnoxious offenses are prohibited.
- b. **Careful Driving.** Members, summer renters, and their guests must drive slowly and carefully in the driveway and parking areas. The speed limit in these areas is 5 mph.
- c. **Signs.** Members, summer renters, and their guests must obey all parking and driving signs and instructions posted in the parking and driving areas as well as instructed by the Manager.
- d. **Flooding.** Members, summer renters and their guests are advised that the parking lot is subject to flooding during periods of heavy rain.
- e. **Private Property.** The Club property, including the parking and driving areas, is for use of Members and their guests ONLY when the pool is open or when an authorized Club activity is taking place.
- f. **Enforcement.** The Club enforces all driving and parking policies and regulations. If there is an unauthorized vehicle parked in the Club parking area, it is subject to towing. Please obey all policies and regulations.
- g. **Parking Spaces designated for Compact Cars.** Certain parking spaces are designated for compact cars only. These designations must be respected by Members, summer renters and their guests. Non-compact cars that are parked in spaces designated for compact cars may be towed at the owner's expense. In addition, Members who park non-compact vehicles in spaces designated for compact cars may be subject to discipline up to and including suspension and expulsion.

**Section 9: Family Environment Policies.** This section of the Policies and Regulations reviews the various family environment policies of the Club.

- a. **Attire.** All swim suits must be appropriate for our family-oriented Club. It is at the discretion of the Manager as to whether a type of swim suit is appropriate. Persons wearing inappropriate swim suits must change their attire or leave the Club premises immediately.
- b. **Alcohol.** Alcoholic beverages are permitted on the Club premises at designated times that are specifically announced in advance either in the calendar or through other DLSC communications. Persons who have alcohol on the premises at other times may be directed to leave or remove the beverages from the premises by the Manager or staff. No glass bottles or glass cups are permitted on the premises and drinking any beverages in the pool is prohibited. The Manager's judgment with respect to any issue involving alcohol is final and may not be challenged. Any Member, summer renter, or person who refuses or whose guest refuses to adhere to the directives of the Manager is subject to suspension and other sanctions.

- c. **Smoking.** Dunn Loring Swim Club is a non-smoking facility.
- d. **Pets.** Animals or pets are not allowed in the Club enclosure.
- e. **Inappropriate Language.** The use of vulgar or profane language is prohibited. If such language is used, you may be asked to leave the Club premises.
- f. **Glass Containers.** Glass containers are not permitted.
- g. **Weapons.** Firearms, air guns, sling shots, other weapons or dangerous devices are not permitted on pool property. Anyone bringing weapons on pool grounds, including the parking lot area, may be asked to leave and face discipline including suspension or expulsion. The Manager has full discretion in this area.

**Section 10: Off Season Use.** Dunn Loring Swim Club is closed from Labor Day until Memorial Day weekend unless the DLSC Board determines to keep DLSC open for an additional period in September and then it is closed after that period ends. During the off-season, the Club and Grounds are generally not to be used by Members. If a Member wishes to use the DLSC Pool and/or Grounds for some purpose during the off-season period, the Member must submit a written request for the DLSC Board's consideration at least 14 days before the requested use. The request must include a) the reason the Club is needed; b) the portions of the facilities requested to be used; c) the date and hour of use; d) an agreement by the requesting Member or Members to assume responsibility for ensuring the safety of those using the facilities; that the premises is cleaned up after the use and restored to its pre-use condition; and any damages that result from the usage; and e) contact information for the requesting Member for any follow-up questions. The Board will endeavor to respond within one week of receiving a request for usage and notes that Members will generally not be permitted to use the DLSC Pool and Grounds during the offseason.

**Section 11: Enforcement of Policies and Regulations.** This section of the Policies and Regulations reviews the various enforcement policies of the Club.

- a. **Staff Authority.** The Club staff (i.e. Managers, lifeguards and front desk staff) has the authority and responsibility to exercise their judgment and discretion in enforcing the Policies and Regulations and Rules. Parents are expected to supervise their children and ensure they observe all Policies and Regulations and Rules and obey and respect the staff. All Members, summer renters, and their guests are expected to show proper respect and cooperation at all times. The Managers and lifeguards are not babysitters and their primary focus is ensuring the safety of those using the pool.
- b. **Violations.** In the event that a Member or their guest violates the Policies and Regulations outlined in this handbook or the Rules, the Manager has the authority to suspend pool privileges of the Member for up to a week. The Manager also may recommend to the Board that the suspension of privileges for the Member be for a period longer than a week. The Board will notify the Member of any suspension or other discipline in writing. Suspensions that are for a period longer than a week may be appealed, in writing, to the Board. If an appeal is brought to

the Board, the Board will make a decision within a week of the appeal and notify the appellant of the results. The Manager or Board may also prohibit a guest or summer renter from using the Club or place limitations and conditions on a Member, guest or summer renter using the facilities if it determines the violation or violations by the guest or summer renter warrants it or determines that it is necessary to ensure an appropriate and safe environment at the pool.

**Section 12: Coordination with the ByLaws.** This section clarifies the coordination of the various documents for the Club and the manner of resolution in the event of a conflict, ambiguity, or dispute as to interpretation of the ByLaws or Policies and Regulations and Rules.

a. Coordination. Every attempt is made to coordinate these Policies and Regulations with the ByLaws, Newsletters and other promulgations of the Club. In case of conflict, the ByLaws prevail, followed by these Policies and Regulations and finally, by all other promulgations.

b. Inclusiveness. These Policies and Regulations and Rules are not meant to be all inclusive. The Manager, in meeting his/her responsibility to provide a safe, healthy and enjoyable environment, may, in his/her sole discretion, prohibit or restrict behavior not specifically outlined in these Policies and Regulations.

c. Future Revisions. These Policies and Regulations will be reviewed by the Board , and revised periodically.

d. Resolutions of Conflicts, Ambiguity, or Disputes. In the event a dispute should arise regarding a decision by the Manager that may conflict with the ByLaws, or any other interpretation of the ByLaws, the dispute shall be resolved by the Board through a majority vote.