



## **POOL RULES AND REGULATIONS**

This document sets forth the terms and privileges of **Pool Membership** in the Club and the policies and procedures under which the Club is operated. The obligation of enforcing these Rules lies primarily in the hands of carefully trained staff whose principal responsibility is to assure members of all the courtesies, comforts and services to which they are entitled. It is the duty of the membership to know its Rules and to cooperate with Club Management and staff in the enforcement of these Rules.

These rules are effective April 1, 2019 and are subject to change from time to time at the sole election of Club Management.



**ARTICLE I  
DEFINITIONS AND APPLICATION**

1.1 THE CLUB & CLUB MANAGEMENT

(a) The “Club” refers to the facilities provided at Beaver Brook Country Club located at 25 Country Club Drive, Annandale, NJ 08801. The “Owner” refers to the Owner of Beaver Brook Country Club.

(b) “Club Management” refers to American Golf Corporation which manages the Club and its successors in interest. “Manager” refers to the General Manager of the Club. Club Management has authority over the affairs of the Club.

1.2 MEMBERSHIP

(a) A “Membership” is the contractual privilege by which designated persons enter onto the Club for the exclusive purpose of using and enjoying the available facilities at the time and in the manner set forth in these Rules. A “Member” is the person obligated for the payment of all fees, fines and charges. Members agree to be bound by these Rules as presently enacted or hereafter amended. Amendments to the Rules may be announced either by publication in the Club’s newsletter or by posting at the Club. The Rules as amended or supplemented will be maintained in the Manager’s office and are available for review upon request.

(b) Club Management shall have the right to discontinue offering any categories of membership, to create additional categories or classes of membership from time to time conferring such rights and privileges and imposing such obligations as it deems appropriate, and to prescribe the qualifications and requirements for membership in any such class or category.

1.3 APPLICABILITY OF RULES

These Rules apply to all Members, Member’s families, and guests.

**ARTICLE II  
PRIVILEGES AND CLASSIFICATIONS OF MEMBERSHIPS**

2.1 FAMILY POOL

This membership entitles up to two adults (one must be at least twenty-one (21) years in age) from the same household and any number of minor children from the same household to all privileges of the pool and cabana. Minor children are unmarried dependent children under the age of eighteen (18).

2.2 COUPLE POOL

This membership entitles up to two people from the same household to all privileges of the pool and cabana. One must be at least twenty-one (21) years in age.

2.3 INDIVIDUAL POOL

This membership entitles one person, at least twenty-one (21) years in age to all privileges of the pool and cabana.

2.4 NON-TRANSFERABLE MEMBERSHIPS

All memberships in the Club are nontransferable. Members with nontransferable memberships may resign their membership at any time upon payment of all outstanding obligations and other charges.

**ARTICLE III  
MEMBERSHIP POLICIES**

3.1 ELIGIBILITY

(a) The public are eligible to join each year provided that Beaver Brook Country Club assessments and any other applicable charges are paid to date. Financially qualified individuals of good character, over the age of twenty-one (21) shall be considered for membership without regard to race, color, national origin, sex, religious preference, sexual orientation or creed.

(b) A person qualified for membership shall become a Member after (i) submitting a formal application, including an agreement to abide at all times by the Rules as then enacted or thereafter amended; (ii) formal approval of the application by Club Management; and (iii) payment of, or satisfactory arrangement to pay the fees related to membership.

3.2 LEAVES OF ABSENCE

Leaves of absence are not permitted. There is no policy permitting inactive status.

**ARTICLE IV  
INFRACTIONS AND DISCIPLINE**

4.1 VIOLATIONS

Any Member who violates these Rules is subject to suspension and/or immediate revocation of membership. All Members found to be in violation of the Rules may be denied all Club privileges. This denial of privileges may apply to one or more family members in Club Management's sole discretion.

4.2 NOTIFICATION OF VIOLATIONS

Club Management shall prepare a written notice within thirty (30) days of an infraction, describing the violation, noting all parties involved, and specifying the penalty established. This notice shall be mailed to the Member and a copy of the notice shall be placed in the Member's file.

4.3 REVOCATION

A membership may be revoked and the rights of any person or persons entitled to privileges under that membership may be terminated for any of the following reasons:

- (a) Commission of any felony or misdemeanor theft at the Club.
- (b) Willful destruction of the Club or staff, Member, or guest property.
- (c) Physical or gross verbal abuse of staff, Members or guests.
- (d) Continued and repeated violation of these Rules.
- (e) Conduct injurious to the reputation of the Club or its Members.
- (f) Conduct which seriously detracts from Club Management's absolute right to manage the Club and preserve its financial integrity.

#### 4.4 PROCEDURE FOR REVOCATION

Club Management will prepare a written notice of revocation which shall be delivered by certified mail to the terminated Member. Upon revocation, all past Membership fees paid by the Member shall be forfeited to the Club and the Member shall thereafter have no rights or privileges. Revocation shall not prejudice or affect in any manner the right of Club Management to collect any delinquent indebtedness.

### ARTICLE V HOUSE AND GROUND RULES

#### 5.1 HOURS OF OPERATION

(a) The schedule of operation for the pool facilities at the Club shall be published in the Club newsletter or posted at the Club, but is subject to change. The schedule of operation is also subject to change due to weather conditions. The pools will be used only when open. Use of pool at any other time will be deemed trespassing and violators will be prosecuted.

(b) Management reserves the right to limit the number of persons using the pool, or to close the pool due to breakdown, operating difficulties, health problems, water shortages, weather conditions, or other unforeseeable conditions.

(c) Swimmers must be out of the pool fifteen (15) minutes prior to the scheduled closing times to enable the lifeguard(s) and pool attendants to prepare the area for closing.

(d) **Thunderstorms:** When the staff hear thunder or see lighting, all guests will be required to leave the swimming pool for a period of 20 minutes from the last sound of thunder or sight of lightening. If it is determined that the storm is passing or isolated, we will remain open. If it is determined that there are a series of thunderstorms in the area we reserve the right to close the pool until it is determined that conditions in and around the pool are safe. These decisions are at the sole discretion of our pool managers. We will utilize <http://accuweather.com> to determine the appropriate course of action.

#### 5.2 MEMBERSHIP CARDS

(a) Upon application, all individuals will be issued a member card.

(b) Presentation of the membership card may be required for purchases and activities at the Club. Each Member must carry his or her card while at the Club. Members are not permitted to lend or give their card to others for any reason. Violation of this rule may result in expulsion. Club Management may ask Members at any time for verification of identity.

(c) All persons entering the swimming grounds must identify themselves to the Beaver Brook Country Club Pool Attendant, present their member card as proof of membership, and sign in.

#### 5.3 GUESTS

Members may bring guests to the Club at designated times and subject to such rules and policies as established by Club Management. All guest of the pool must purchase a guest pass and sign in. Guest who share their badges and mislead the staff will be removed from the pool and their membership will be revoked for the season. Members are responsible for the conduct of, all obligations and debts incurred by, and any damage caused by, their guests. Club Management, in its sole discretion, may deny guest privileges to any individual.

## 5.4 MINORS

(a) Children under the age of fourteen (14) are required to be accompanied and supervised by a parent, guardian, or a “responsible adult.” A “responsible adult” must be at least twenty-one (21) years of age, able to supervise and control the child (ren) in his or her care while at the pool. This is required because unattended or not properly attended youths can be a distraction to the guards in performing their functions. Children fourteen (14) and over can swim unaccompanied but are limited to two paying guests.

(b) Member parents or guardians of minors are directly responsible for the actions of their minor children and guests’ children. In the event of violations of these Rules or other policies by minors, restrictions may be imposed on family use of the Club.

(c) Parents, guardians, and “responsible adults” are responsible for the conduct of their children in the pool. They shall instruct their children in the regulations and be responsible for their observations.

(d) At least one parent must be present at the pool while their children age fourteen (14) and under are in the pool area, unless another individual who will be present in the pool area advises the pool attendant with written permission that he/she has assumed responsibility for the child’s safety and behavior. This is required because unattended youths can be a distraction to the guards performing their functions.

(e) Alcoholic beverages may not be sold to any person under the age of twenty-one (21).

## 5.5 PROPER CONDUCT

(a) Members are to conduct themselves in a manner which will not interfere with other Member’s or their guest’s enjoyment of the Club. Obnoxious or abusive language and rude or boisterous behavior is prohibited.

(b) Lifeguards and Beaver Brook Country Club Pool Attendants reserve the right in the event of abuse of any rule or regulation to restrict use of facilities by any member or guest until such time as the matter can be dealt with by the management representatives of Beaver Brook Country Club.

(c) The lifeguard staff is empowered to make decisions regarding proper conduct and safety at the pool. Upon a third warning from a lifeguard, the guest will be asked to leave the swimming area for a period of fifteen (15) minutes. If the same guests is warned a fourth time, they will be asked to leave the facility for the remainder of the day.

(d) Lifeguards and Beaver Brook Country Club Pool Attendants will enforce these rules and this may temporarily deprive the member or guests of the privilege of using the facilities as a result of any activity which is dangerous and/or disturbing to other people. Continued disregard will be referred to Beaver Brook Country Club Management. Beaver Brook Country Club Management may issue a permanent suspension of pool privileges.

(e) NO Diving, repetitive jumping, running, roughhousing, or ball playing is allowed. Abusive language or breach of the peace and quiet will not be tolerated. Radios, cassette players, etc., are not permitted unless used with headphones.

(f) Conduct which endangers the safety and comfort of others shall be prohibited.

(g) Persons suspected of being under the influence of drugs or alcohol shall be prohibited from entering the water.

(h) Bicycles, skateboards, roller blades, etc., will not be used inside the fenced area. Strollers and wheelchairs will be allowed but must be kept at a safe distance from the pool’s edge.

(i) Towels, etc., will not be used to reserve the pool chairs when leaving the pool area. Towels are property of Beaver Brook Country Club and are not to leave the premises. Towels are to be returned to the designated area upon finished use.

(j) In the pool area, no foreign objects, rafts, life preservers, buoys, etc., may be used in the pools except if used for medical purposes. Children may use swimmies and other flotation devices if used so as not to create a disturbance for other swimmers and must be supervised by an adult. For medical purposes, please advise the guards.

(k) Smoking is strictly prohibited at all times.

## 5.6 HEALTH & SAFETY

(a) All persons shall shower before entering the water.

(b) All diapered infants and toddlers must use a diaper designed for pool use (i.e. plastic pants with snug fitting elastic waist and leg bands). Do not wash out soiled diapers in the bathing water. Children not fully toilet trained, are NOT permitted in the main pool at any time.

(c) Children should be encouraged to use the restroom before entering the water. Immediately report any "accidents" you observe in the bathing waters to a lifeguard.

(d) Any person showing evidence of any communicable skin disease, sore or inflamed eyes, cold, nasal or ear discharges, or any other communicable disease shall be denied admission.

(e) Any person with excessive sunburn, open blisters, cuts or bandages shall be denied admission.

(f) Do not enter the water if you are experiencing or recovering from diarrhea or have had any signs or symptoms of gastrointestinal (stomach) disease in the past seven days.

## 5.7 REPORTING INJURIES

Any injury to persons or damage to property should be reported immediately to the Manager or other responsible staff member.

## 5.8 DRESS CODE

(a) Cabana. Proper footwear must be worn at all times when inside the Cabana.

(b) Deck. Proper footwear must be worn at all times when on the Deck.

(c) Clubhouse. Casual attire in good taste is the appropriate attire in the Clubhouse. Upon entrance to the Clubhouse shoes and shirts must be worn.

## 5.9 COMPLAINTS

(a) American Golf Corporation maintains a strict policy prohibiting all forms of unlawful harassment, including sexual harassment. This policy strictly prohibits harassment by or against our co-workers on the basis of sex, gender, sexual orientation, race, color, ancestry, national origin, citizenship, religion, age, marital status, disability, medical condition, veteran status or any other legally-protected status. Our policy applies to all people involved in the operations of American Golf Corporation and prohibits such harassment by all employees, including supervisors and co-workers, inside or outside the workplace. In addition, American Golf Corporation will take all reasonable steps to protect its employees from harassment by non-employees. American Golf Corporation will conduct an immediate, thorough, and objective investigation of all allegations of unlawful harassment.

(b) Employees are to be treated in a courteous and considerate manner. No employee shall be reprimanded in any way by a Member. Any complaints regarding service rendered by Club personnel must be made to the Manager. Depending upon the severity of the complaint, Club Management may require the Member to make the complaint in writing along with the complaining Member's signature. Members are requested to report misbehavior or violations of rules or laws committed by employees, other Members or guests to the Manager, and all violations will be subject to appropriate disciplinary action.

#### 5.10 PARKING

All Members must drive and park motor vehicles in accordance with applicable laws and posted regulations. Members drive and park their motor vehicles at the Club at their own risk. The Owner of the Club, Club Management and their employees and agents are hereby held harmless against and are not responsible for, any loss or damage to Member motor vehicles or any contents thereof while being driven or parked at the Club. Parking is permitted only in designated areas. Overnight parking is prohibited.

#### 5.11 ANIMALS

With the exception of seeing-eye dogs, pets or other animals are not permitted anywhere at the Club at any time, regardless of whether they are on a leash or are attended.

### **ARTICLE VI FOOD AND BEVERAGE**

#### 6.1 SERVICE HOURS

The service hours of the different food and beverage departments will be published in the Club's newsletter or posted at the Club.

#### 6.2 MEMBER RESTRICTIONS

(a) Members are not permitted in the bag room, kitchens, or other "back of the house" areas.

(b) Members may not bring food or beverages into the Club that are not purchased at the Club unless the Member has obtained the prior permission of the Manager.

#### 6.3 LIQUOR

Liquor law violations are not permitted at the Club. It is illegal for any person to bring alcoholic beverages into the Club for the purpose of consumption or storage. It is also illegal to remove alcoholic beverages from the Club. Club Management employees may refuse to serve alcoholic beverages to any Member or guest who appears to be intoxicated. Minors may not purchase or consume alcoholic beverages anywhere at the Club.

#### 6.4 SUPERVISION OF FOOD AND BEVERAGE AREAS

The Food and Beverage Manager, acting under the supervision of the Manager, has the responsibility for supervision and control of all matters relating to the food and beverage department. The Food and Beverage Manager may refuse privileges to anyone who, in his or her judgment, violates the applicable Rules, etiquette or dress code. Responsibility for such supervision may be delegated.

## **ARTICLE VII MISCELLANEOUS**

### **7.1 BINDING EFFECT; INDEMNIFICATION**

In consideration of the rights and privileges of membership, each Member agrees, on his or her own behalf and on behalf of his or her family and guests, to be bound by these Rules. Furthermore, each Member agrees to hold the Owner of the Club, Club Management, Manager and their employees and agents harmless, to indemnify said parties, and to provide a defense by counsel of Club Management's choosing from any claim, liability, damage, or loss which results from or is connected with any violation of these Rules by the Member or his or her family or guests, any use of the Club by the Member or his or her family or guests, or any dispute arising in any manner from membership.

### **7.2 RELEASE AND DISCLAIMER**

While using the Club or participating in Club events, whether at or off the Club, Members and their family and guests are charged with the responsibility of using proper judgment and caution at all times. The Owner of the Club, Club Management, the Manager and their employees and agents do not assume any liability for injuries caused to or incurred by any Member or his or her family or guests or for damage to or loss of property resulting from the use of the Club. Consequently, any Member, guest or other person who uses or accepts the use of the Club or service, or engages in any athletic contest, exercise or other activity, either at or off the Club, does so at his or her own risk and shall defend, indemnify, and hold harmless the Owner of the Club, Club Management, the Manager and their employees and agents harmless from any injury, damage, claim, loss, or liability resulting from such use or engagement. Each Member agrees to release the Owner of the Club, Club Management, the Manager and their employees and agents and waives any cause of action which a Member, or anyone claiming by, or through said Member might now or hereafter have against said parties due to any injuries cause to or incurred by any Member or his or her family or guests or for damage to or loss of property resulting from their use of the Club.

### **7.3 PERSONAL PROPERTY**

Each Member and his or her family and guests are responsible for their own personal property. Club Management is not responsible for lost property or articles stolen from anywhere at the Club and specifically disclaims any such responsibility. Property left by any person at the Club and not claimed within thirty (30) days may be disposed of without notice. No bailment is intended, nor created by the preceding sentence.

### **7.4 LIABILITY FOR DAMAGE OR INJURY**

Each Member is responsible for any damage to the Club or property caused by the Member, his or her family members, or guests, and such Member shall promptly reimburse Club Management for all costs and expenses incurred to repair or replace such damaged facility or property.

### **7.5 ENTIRE AGREEMENT; AMENDMENT**

Each membership incorporates these Rules. The membership application form signed by each Member and these Rules, as presently enacted or hereafter amended, constitute the entire agreement between each Member and Club Management. These Rules may be modified, amended, changed, altered or repealed at any time at Club Management's sole discretion, and may be supplemented by the publication of appropriate information in the Club's newsletter or by posting at the Club.



## 7.6 NOTICE

(a) Any notice to be given by Club Management to a Member may be mailed or otherwise delivered to that Member at the address which the Member lists on the application for membership, unless that address has subsequently been changed by written notice delivered to Club Management as provided for in this Section. Notice to a Member is effective at the time of personal delivery or, if mailed, on the first regular mail delivery day at least three (3) days after the notice is mailed, postage-prepaid, whether accepted or not.

(b) Any notice to be given by a Member to the Club may be mailed or otherwise delivered at that address listed in Section 1.1, or such other address as subsequently designate by notice delivered to the membership as provided from this Section.

## 7.7 WAIVER

No obligation of a Member shall be deemed to have been waived unless such waiver has been given in writing by Club Management. Club Management's failure to strictly enforce these Rules or to fail to act in the event of a breach by a Member of its obligations under these Rules shall not be construed as a waiver of a subsequent breach of the same or different obligation.

## 7.8 CUMULATIVE REMEDIES

All remedies shall be cumulative and no one of them will be exclusive of the other. Club Management shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or an equity, whether or not stated in these rules.

## 7.9 CONVEYANCE OF OWNER'S OR CLUB MANAGEMENT'S INTEREST

Owner and Manager shall have the absolute right to assign, transfer, sell or convey their respective interests in the Club and these Rules. Upon the conveyance, whether by assignment, sale or other form of transfer of Owner's or Club Management's interest in the Club and the operations thereof, the party conveying its interest shall be relieved of all of its covenants and obligations contained in these Rules and any liability arising out of any act, or occurrence or omission occurring after the date of such conveyance.



**RECEIPT OF RULES AND REGULATIONS**

I acknowledge that I have received a copy of the Club's **Pool Rules and Regulations**. I hereby agree to be bound by the terms and conditions of the Rules and Regulations as they may be amended from time to time in a writing issued by the Club. My membership application, together with the Club's Rules and Regulations as amended from time to time, constitute the entire agreement and understanding of the parties in respect of the membership in the Club and the relationship, obligations, terms and conditions contemplated herein and supersede any previous agreements and understandings between the parties with respect thereto.

Date: \_\_\_\_\_

Club Number: 667

Primary Member's Signature:

\_\_\_\_\_

(Print Name) \_\_\_\_\_

Second Primary Member's Signature:

\_\_\_\_\_

(Print Name) \_\_\_\_\_

