



## BRUNSWICK CROSSING HOMEOWNER'S ASSOCIATION

### Fitness Center and Swimming Pool Rules and Regulations

Attached to this document:

- ❖ Waiver and Release
- ❖ Fitness Center and Swimming Pool Application

Please note that there are cameras installed throughout the fitness center and swimming pool areas

#### FITNESS CENTER – Rules and Regulations

The Brunswick Crossing Fitness Center, which includes the exercise/weight room and yoga room (**"Fitness Center"**), is a fully functioning exercise facility which includes treadmills, elliptical machines, stationary bikes, free weights, a rowing machine and yoga studio items. Please enjoy the equipment, keeping in mind skill and strength levels. In the interest of ensuring a safe, sanitary and fun fitness facility, the following policies have been adopted by the Brunswick Crossing Homeowners Association, Inc. The Association's Board of Directors reserves the right to revise and/or introduce additional rules as deemed necessary for the proper operation of the Fitness Center.

The same membership card (fob) ("Membership Pass") you use to access the pool is needed to open the door of the Fitness Center. Please note that this Membership Pass does not allow access to the Welcome Center during unopened hours.

If you wish to use the Fitness Center, you must sign and return the Waiver Form along with the Membership Application, both of which are attached to this document. If you already have a Membership Pass, the pass has been programmed remotely to provide you access to the Fitness Center. If you do not already have a Membership Pass, please contact Clagett Management at the contact information on the Application attached to this document.

Use of the Fitness Center is limited to Brunswick Crossing members 14 years of age and older in good standing with the Association. Residents between the ages of 14 and 17 may use the equipment only with active adult supervision, (i.e., an adult over the age 18). **Children younger than 14 are not permitted in the Fitness Center.** The signed waiver form applies to all household residents from the applicable residence, even though they are not each required to sign the form. The Membership Pass will be used to open the Fitness Center to gain entry. Patrons should have and maintain the Membership Pass in their possession whenever they are using the Fitness Center.

While providing active supervision for a child between the ages of 14 and 17, the adult responsible for supervising the child(ren) may not be simultaneously using the exercise equipment. No strollers or carriers are permitted inside the Fitness Center.

Members are allowed to bring one guest to use the Fitness Center. These guests must be accompanied at the Fitness Center **at all times** by their host member who holds the Membership Pass.

Use of the Fitness Center and equipment is solely at the user's own risk. Brunswick Crossing Homeowners Association, Inc., Brunswick Crossing, LLC, Pleasants Development, LLC, Clagett Management, and agents make no representations or warranties as to the safety or reliability of the equipment and are not responsible for injury, illness or death from any cause, whether proper or improper use of the equipment or equipment failure. It is highly recommended that persons desiring to exercise seek the advice of a doctor prior to beginning an exercise program and that patron's use the "buddy system" and have someone accompany them while using the facility.

Use of the facility must be in strict accordance with these Rules and Regulations. Members will be held responsible for the actions of themselves, their household residents and guests to make certain they are fully aware of the Fitness Center Rules and Regulations. The Board of Directors has the right to suspend member use of the facilities for failure to comply with these Rules and Regulations.

In the event of an injury to someone using the Fitness Center, others present are expected to provide immediate emergency assistance and to call 911 to seek professional emergency response.

**Hours of Operation:** The Fitness Center will be open from 5:00 AM to 11:00 PM Daily (hours subject to change).

Proper gym attire is required when using the Fitness Center. Shirts, shorts and athletic shoes are required to be worn at all times with the exception of the Yoga room where shoes may be removed while doing yoga. No inappropriate footwear including, but not limited to, sandals, flip-flops, bathing suits or wet clothing is permitted.

Please be courteous to others and limit your time on the equipment to no more than 30 minutes when others are waiting.

The privacy of others must be respected. Persons making excessive noise including, but not limited to, **loud and/or explicit music, will be asked to leave the Fitness Center.**

Changes in setting for fans, lights and TVs can only be made with the assistance of the management team, who can be reached through at 240-651-3067.

Turn cell phones to vibrate and only engage in cell phone conversations outside of the Fitness Center.

Please wipe down the equipment when you are done using it. Sanitary, disposable towels are available and need to be thrown away in the trash after use.

Please pick up your towels, water bottles, newspapers or magazines, etc. for proper removal/disposal.

**Headphones or buds must be used with all personal audio devices. Audible radios and CD players are not permitted.**

**Food and beverages, other than bottled water, are not permitted in the Fitness Center.**

Please do not drop weight stacks onto the machines or on the floor. Use all equipment with care and the intended purpose to avoid injuries and damages.

Damage to the equipment or to the Fitness Center will be billed back to the responsible party.

To ensure a comfortable atmosphere for everyone, please be respectful of others.

The use of profanity, excessive noise, horseplay, or other disruptive behavior is not permitted.

Immediately report any damages to equipment or facility to community management at 301-663-6009.

**No children under the age of 14 will be allowed in the Exercise Room.**

## SWIMMING POOL

All members and guests using the pool or pool area do so at their own risk. The Brunswick Crossing HOA and Management assume no responsibility for any accident or injury in connection with the use of the pool and will not be responsible for any loss or damage of personal property of any kind.

Members shall be held responsible for the actions of their children and guests.

The Lifeguards have been empowered to enforce these rules and regulations with the goal of maintaining a safe and healthy environment. Pool Management shall have the authority to dismiss from the Brunswick Crossing Pool property any member or guest posing a threat to safety or repetitively breaking the rules.

All persons entering the pool grounds must have a valid Membership Pass, Guest Pass or Caregiver Pass in their possession. Pool passes are not transferable.

All homeowners (or their tenant(s) of record) who are current in their assessment fees are entitled to use the swimming pool facility in accordance with the Rules and Regulations set forth herein. This privilege may be suspended by the Board of Directors for owners who are delinquent in their assessment payments or for a violation of the Association's Covenants and/or By-laws. Any discrepancies about a resident's Association status must be addressed with Property Management Company by emailing Elizabeth Robertson at [erobertson@clagett.com](mailto:erobertson@clagett.com). Residents denied admittance to the pool area will be admitted after their fees have been paid.

Guests must be accompanied at the pool **at all times** by their host member who holds the Membership Pass and is at least 16 years of age. Five guests per household are allowed at the pool on a daily basis, one of those guests must be 21 years of age.

Lifeguards will implement a rest period every hour for 15 minutes for children under the age of sixteen (16) in an effort to reduce accidents. Children one (1) year and under may use the pools during the Adult Swim/Rest Period when accompanied by a parent or guardian. During the rest break, encourage your children to rest and use the restrooms as this will reduce the number of accidents.

Children under ten (10) years of age must be accompanied at all times by an adult. For the purpose of this regulation, an adult is considered a permanent or temporary guardian (including caregivers) over the age of eighteen (18) years. Caregivers are limited to bringing in no more than two (2) children under the age of ten (10).

Children ages ten (10) to thirteen (13) years of age may be authorized to be at the pool without being accompanied by an adult with the express written permission of the child's parent or permanent legal guardian (e.g., permission that is so indicated on Membership Pass Application form) **Children ages ten (10) to thirteen (13) are required to first complete a swimming test administered by a Brunswick Crossing lifeguard** before the child is authorized to stay alone. The lifeguard's swim test certificate must be sent to and remain on file at the property management office to get permission for your child to be at the pool without adult supervision.

### **Swim Test Specifications**

**In order to pass the swim test, children ages ten (10) to thirteen (13) must swim one length of the pool and tread water for 60 seconds. Each individual will be given a certificate from the lifeguard upon passing the swim test. The parent/legal guardian must email this certificate to the property management office for the purpose of obtaining an upgraded Membership Pass status.**

Before entering the pool, persons must take a cleansing shower.

No running in the shower rooms or on the pool deck area. These areas are usually wet and tend to be slippery causing falls and possible injuries.

Any person having apparent skin diseases, sores, inflamed eyes, cough, cold symptoms, nasal or ear discharge, wearing band-aides or bandages, or having open wounds or any communicable disease may be excluded from the pool.

Spitting, spouting water, blowing the nose or similar un-hygienic practices are prohibited in the pool or near the pool area.

Gum chewing is not allowed anywhere in the pool area.

Swimmers must wear appropriate bathing attire. No cut-offs are allowed.

No hair appliances/accessories (barrettes, hair pins, curlers, weaves, etc.) are permitted when in the pool.

Running, pushing, wrestling, horseplay and/or undue disturbance in or about the pool are prohibited. Diving from the pool deck is prohibited.

Toddlers/infants who are not potty trained are allowed in the pool, providing they are properly attired with disposable swim diapers and snug, fitted plastic pants to prevent leaks. Diapers should be changed in the bathhouse in the area provided and disposed of in bathhouse receptacles. It is the responsibility of parents/guardians to ensure that each child is properly attired while swimming. To comply with health regulations, the pool must be closed in the event of an "accident". Please monitor your children very closely to avoid pool closures.

Children over the age of five (5) shall not be permitted in the wading pool at any time. Children using the wading pool must be accompanied by an adult or authorized caregiver at all times. Parents/authorized caregivers are responsible for children in the wading pool.

Baby carriages, wagons, and strollers will be permitted in the pool area against the fence only. They are not to obstruct the walking area around the pool deck area.

Rafts are prohibited from use in the main pool except during special events. These events will be publicized. Life preservers, noodles, inner tubes, water wings, other safety flotation devices, balls or play equipment may be used at the discretion of the lifeguards. Kickboards may be used in the lap pools only.

Towels are encouraged to be used to cover chairs and lounges while in use.

Pets are prohibited on swimming pool grounds.

No electronic devices are allowed within 15 feet of the pool.

Headphones are preferred; however, music may be played at a volume that is not disruptive to others, and as long as no complaints are received from other pool patrons.

Pool furniture is not allowed within approximately fifteen (15) feet to the edge of the pool, at the discretion of the lifeguards, except for specifically designed sitting area lounges.

The use of abusive language and inappropriate behavior by any individual using the pool is prohibited. No boisterous or rough play is permitted in the pool and/or pool deck area. The Pool Manager has the authority to dismiss any adult or child for any infraction or inappropriate behavior for a specific time period or for the remainder of the pool season.

No food is permitted on the pool deck area. Food will only be permitted for consumption in the eating area. All waste from the consumption of food or beverages must be deposited in the containers provided. Glass containers are prohibited at the pool.

Alcoholic beverages are prohibited from use at the pool. Persons under the influence of alcohol or drugs will not be permitted in the pool area at the discretion of the Pool Management.

Smoking is prohibited at the pool, in the bath/dressing rooms, in the Community Center and in the Welcome Center.

Patrons are requested not to visit or engage in unnecessary conversations with lifeguards while they are on duty.

The pool may be closed at the discretion of the Pool Management in the event of thunder, lightning, rain or operational breakdown.

Only authorized personnel are permitted in the pool office, filter/chemical equipment area, on the guard stands, or behind the check-in desk. The pool staff will not tolerate any person(s) loitering around any of these areas.

Unauthorized persons found inside the pool area while the pool is closed will lose their privileges for the remainder of the pool season and risk prosecution for trespassing.

The Lifeguards and Pool Management will have the final authority at the pool. The Pool Manager's ruling on any matter may be appealed by submission of written statement provided 72 hours following any infraction or penalty cited by the Pool Manager. Written appeals are to be sent to the property management company, Clagett, via email to Elizabeth Robertson at [ERobertson@clagett.com](mailto:ERobertson@clagett.com). mail to: BC HOA, 1000 Potomac View Parkway, Brunswick, MD 21716

The Brunswick Crossing Homeowners Association through its lifeguards, pool management personnel or its Management Agent has permission to remove any member or guest from the pool premises for being a nuisance to pool members, violating pool rules, hindering Pool Management from performing their duties in any way, or for vandalism of any nature. The Homeowners Association or their Agent in their sole discretion may revoke or suspend pool privileges of any member or guest for violation of the Pool Rules or for any reason it deems necessary to promote the health, safety, welfare and enjoyment of the pool facility by its members.

## **SPECIAL RULES FOR:**

### **Slides**

To use the slides, cross your legs and arms, with each hand holding the opposite shoulder. Slide down feet first on your back. Enter the slide only after the person ahead of you has completely left the slide and moved out of the pool area at the exit point of the slide.

At no time will two people be allowed on the slide. No one else is permitted on the slide with a child, and no human chains will be allowed.

As determined by the manufacturer, children must be at least 36 inches tall to ride the slide, or they must have an adult to "catch" them at the exit.

The lifeguards will indicate the proper waiting time for the slide depending on the volume of use.

### **Wading Pool**

Children may not stand or slide on the whale, including the whale's head, tail, or fins.

## **POOL PARTIES:**

If you are interested in arranging a pool party at the Brunswick Crossing HOA Pool, please contact RSV Pools, Inc., the pool management company for the Brunswick Crossing Pool via their website at [www.rsvpools.com](http://www.rsvpools.com).

Please note, pool parties are a maximum of two (2) hours and do not include any rental of indoor facilities.

**BRUNSWICK CROSSING HOMEOWNERS ASSOCIATION**  
**WAIVER AND RELEASE OF LIABILITY**  
**FOR USE OF THE BRUNSWICK CROSSING POOL AND FITNESS CENTER**

**HOMEOWNER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**Select One:**

- ☐ The homeowner (owner of record) currently occupies the residence.
- ☐ The homeowner (owner of record) does not currently occupy the residence, and grants membership rights to the tenants. Copy of the lease is attached.
- Date of lease expiration: \_\_\_\_\_

**THE UNDERSIGNED** hereby acknowledges that he/she is an adult (18 years of age or older) member of the Brunswick Crossing Homeowners Association, Inc. ("**Association**"), is competent to execute this Waiver and Release of Liability for Use of the Pool and Fitness Center ("**Waiver and Release**"), and that he/she has been put on notice that the Association is not responsible for supervision of the use of the Fitness Center located within the Association and any equipment and facilities located within the Fitness Center.

**THE UNDERSIGNED** hereby acknowledges that the Waiver and Release of Liability apply to all members of the residence who will be granted access to use the fitness facility.

**THE UNDERSIGNED** hereby acknowledges that the electronic Membership Pass (**FOB**) that will be provided is only for the use of household residents or designated Caregivers of the address above and may not be loaned or otherwise used to permit access to the facility by persons other than residents of the address, and further that violation of this limitation may constitute a violation of this Waiver and Release and may result in the withdrawal of access privileges.

**THE UNDERSIGNED** intends to use the Pool and Fitness Center and the various equipment and facilities within the Pool and Fitness Center for their intended purposes and understands the unsafe nature of the equipment if used improperly. The undersigned is further aware of the risks and the responsibilities associated with the use of the Pool and Fitness Center and any equipment and facilities within the Pool and Fitness Center. The undersigned further agrees to and does hereby assume any and all risks of personal injuries, including, without limitation, death, and damages to property, personal and real, in any way connected to his/her presence in the Pool and Fitness Center for any reason whatsoever, whether or not related to physical exercise conducted there. The undersigned further represents and warrants that he/she and all household residents who may use the facility are in good health and have no physical condition that would prevent the undersigned and other household residents from safely using the Pool and Fitness Center.

**THE UNDERSIGNED** further acknowledges that he/she is familiar with the rules and regulations of the Association and/or the Pool and Fitness Center and is familiar with the proper operation and use of the equipment and facilities within the Pool and Fitness Center. The undersigned agrees to abide by those rules and regulations whenever using the Pool and Fitness Center and the equipment and facilities within the Pool and Fitness Center, and to communicate them to other residents of the household who may be granted access.

**THE UNDERSIGNED** further acknowledges that it is currently anticipated that access to the Pool and Fitness Center shall be controlled by a key FOB, however, the Association, in its sole discretion, reserves the right to change the manner in which access to the Pool and Fitness Center is controlled. The undersigned agrees that, in accordance with the Declaration of Covenants, Conditions and Restrictions for the Association, his/her right to use the Pool and Fitness Center may be suspended for failure to pay assessments and/or abide by the rules and regulations.

**NOW THEREFORE**, in consideration of the Association's agreement to allow the undersigned to use the Pool and Fitness Center, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, on behalf of himself/herself, and his/her successors, heirs, executors, and administrators, hereby waives, releases, and forever discharges the Association, Brunswick Crossing, LLC, Pleasants Development, LLC, Clagett Management and their respective board of directors, officers, members, managers, agents, employees and contractors, from any and all past, present and future claims, demands, actions, causes of action, suits, litigations, proceedings, rights, damages, costs, losses, expenses, and/or compensation of any kind or nature whatsoever, including, without limitation, claims involving personal injury and/or death, and claims involving damages to property, both personal and real, in any way connected to his/her use of or presence in the Pool and Fitness Center for any reason whatsoever, whether related to physical exercise (collectively, "**Claims**"). The undersigned further agrees, on behalf of himself/herself, and his/her successors, heirs, executors, and administrators, to defend, indemnify and hold the Association, Brunswick Crossing, LLC, Pleasants Development, LLC, Clagett Management and their respective board of directors, officers, members, managers, agents, employees and contractors, harmless from any and all costs and expenses associated with such Claims, including, without limitation, from all judgments and costs recovered in such Claims, and from all expenses incurred defending such Claims.

**IN WITNESS WHEREOF**, the Undersigned, by executing below, acknowledges that he/she has read this Waiver and Release and agrees to be bound by its terms and conditions.

\_\_\_\_\_  
Owner Name (Printed)

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Primary Tenant Name (Printed)

\_\_\_\_\_  
Primary Tenant Signature

\_\_\_\_\_  
Date



BRUNSWICK CROSSING HOA  
c/o Clagett Management  
1000 Potomac View Parkway  
Brunswick, MD 21716

## FITNESS CENTER AND SWIMMING POOL MEMBERSHIP APPLICATION

**REMINDER: A head shot of each family member needs to be submitted prior to activation of key fob**

Owner(s) \_\_\_\_\_

Address \_\_\_\_\_

**Please check one of the following:**

\_\_\_\_\_ The Applicant is the owner of record and currently occupies the residence.

\_\_\_\_\_ The Applicant is not the owner of record. Please complete Renter's Information\*

Renter's Name(s): \_\_\_\_\_

**\*Note:** Renters must include a copy of the first and signature pages of their lease, showing the property address and owner's signature.

**Telephone Numbers and Email Address:**

Home Number \_\_\_\_\_ Work Number \_\_\_\_\_

Cell Number \_\_\_\_\_ Emergency No. \_\_\_\_\_

Primary Email Address: \_\_\_\_\_

Secondary Email Address: \_\_\_\_\_

**Permanent Household Members:** In the space below, please list the **First & Last Name and Date of Birth** of all family members who will use the swimming pool facility. **Please note that all names listed below MUST be permanent residents** of the home. Long-term guests are not considered permanent residents.

***Grandchildren: Resident grandparents should add grandchildren to their Membership Pass application similar to that of adding a child.***

First & Last Name: \_\_\_\_\_ DOB: \_\_\_\_\_

First & Last Name: \_\_\_\_\_ DOB: \_\_\_\_\_

First & Last Name: \_\_\_\_\_ DOB: \_\_\_\_\_

First & Last Name: \_\_\_\_\_ DOB: \_\_\_\_\_

First & Last Name: \_\_\_\_\_ DOB: \_\_\_\_\_

First & Last Name: \_\_\_\_\_ DOB: \_\_\_\_\_

First & Last Name: \_\_\_\_\_ DOB: \_\_\_\_\_

First & Last Name: \_\_\_\_\_ DOB: \_\_\_\_\_

**Caregivers:** In the space below, please list the **First & Last Name and Date of Birth**, their address of record as shown on their driver's license or government-issued identification, and phone number of all **Non-Resident** family members, or non-family members, who are caregivers for any of the above-named family members that will be bringing those family members to the swimming pool facility:

**First & Last Name:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_

**First & Last Name:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_

**By my signature below, I grant my permission for my child(ren) between the age(s) of 10-13 years of age, which are listed on this Membership Pass Application to enter the pool without being accompanied by an adult. I understand that said child(ren) are required to complete a swimming test administered by a Brunswick Crossing lifeguard prior to them being admitted to the pool without adult supervision.**

\_\_\_\_\_  
**Parent signature**

**Your signature as homeowner or primary tenant affirms that you have read and understood the rules of the facilities that you will be using, and that all members of your household, including any listed caregivers, agree to abide by those rules. Your signature also affirms that all members listed above are permanent residents of the home located within Brunswick Crossing.**

**Applicant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

Please submit this completed application, along with a check payable to Brunswick Crossing HOA, Inc., for the \$10.00 per person fee for all fobs needed beyond the two complimentary fobs. Fobs are processed within 7 to 10 business days after receiving a completed application.

Brunswick Crossing HOA, Inc.  
c/o Clagett Management  
Attn: Sarah Roberts  
1000 Potomac View Parkway  
Brunswick, MD 21716  
(240) 651-3067  
Email: [SRoberts@clagett.com](mailto:SRoberts@clagett.com)