

## Pool Re-Opening Protocol

As local municipalities start to release some of the many restrictions regarding COVID-19, we anticipate that we will be able to open pool facilities at HOA amenity centers. The following guide is intended to assist with the re-opening of these facilities. Please remember each state and local authority may have different regulations concerning use of pool amenities, and it will be important to review these protocols to ensure compliance with the more restrictive regulation. The regulations are subject to change, and must be consulted continually, especially those regarding occupancy, and the protocol altered accordingly.

### For unstaffed pools:

For pools that are unstaffed, please post the attached notice regarding use of the pool in a prominent and conspicuous location at every entry and exit to the pool.

In addition, implement the following measures for unstaffed pools:

1. The facilities, including any surfaces which are typically touched, should be cleaned and disinfected per CDC guidelines by a cleaning crew prior to initial opening and cleaned regularly after opening. Areas that should be disinfected include:
  - Door handles, both inside and outside
  - Handrails and pool ladders
  - Restroom doors, faucets, sinks, soap and paper towel dispensers, toilet flush levers and baby changing stations
  - Drink dispensing equipment and water fountains
  - Light switches
  - Telephones and Emergency shut-off buttons on spas, dials for spa jets
  - "Touch to activate" areas on splash pads and spray fountains
  - Keyless entry readers and lock boxes
2. Calculate and post the maximum number of people allowed in the facility, which will be **the lesser** of the number allowed by state and local guidelines (which will change over time) and the number of users who can occupy the facility while keeping a space of six feet between any users who do not live together. One method for pool deck space calculations, based on the six-foot social distancing requirements, is outlined below:
  - Assume that, for space calculation purposes, there will be one single chair, then 6' of space to the next single chair, then 6' to the next single chair, etc. Assume chair space is 2.5'. Then, 2.5' plus 6' of distancing space equals **8.5' of deck space**.
  - Next, measure the perimeter of the pool deck (the linear feet of deck) where chairs can be placed and then divide that number by 8.5 ft. If a pool had 220 linear feet of deck space for chairs, the maximum occupancy would be **25 people** (220/8.5). Note – there may be room for 2 or more rows of chairs. If two rows of chairs, then the max occupancy would be 25 people in the first row, plus 25 people in the second row = 50 people.

- If it is not practicable to calculate the space occupancy for the pool using the method above or another reasonable method to calculate the allowed occupancy, the default maximum occupancy is limited to 10 people.
  - Post the appropriate “COVID-19 POOL NOTICE” attached based on your calculations and/or local requirements to communicate the maximum occupancy to the HOA members.
3. Provide a phone number and contact person on the attached notice for users to report any violations of the rules or report any pool user diagnosed with, or suspected of having, Covid-19.
  4. Where practicable, such as where access is controlled by a key card, consider having users execute the attached release (for themselves and any minors).
  5. To minimize touched surfaces that are shared, to the extent practicable, remove all toys, floats, pool furniture, or other items that are typically shared, and require users to bring their own items for their own exclusive use while at the pool. HOA members should be notified of the change in advance.
  6. Where practicable, provide cleaners or sanitizers in secured containers at strategic locations to assist pool users in cleaning and sanitizing touched surfaces.
  7. Ensure that pool cleaning, and water chemical levels, are maintained and conducted properly and regularly for disinfection, within required guidelines.
  8. Instruct and advise users, through email blasts, posting on the HOA website, and any other convenient means of communication, and through posting at the facility, of the following rules:
    - Users are responsible for observing all federal, state, and local laws regarding Covid-19, and that by visiting the pool facilities users are voluntarily assuming (for themselves and for any minors) all risks related to Covid-19 exposure.
    - The following individuals are prohibited from the facilities: any individuals with a fever, or other symptoms of Covid-19, or, within the past 14 days having exhibited such symptoms or having come in contact with persons suspected of having Covid-19 within such 14-day period.
    - Guests are prohibited from using any pool facilities.
    - Food is prohibited at the facilities.
    - Any hot tubs, saunas, steam rooms, locker rooms, showers, or other areas for congregating besides the outdoor pool facilities are closed, and any organized events or gatherings that do not comply with social distancing requirements are prohibited.
    - Users must bring their own cleaners and sanitizers and must clean and sanitize any touched surfaces that may be shared, both before and after touching the surfaces.
    - Users must wash and disinfect their hands often while at the facilities.
    - Except for children two years old and younger, users are strongly encouraged to use masks when not in the pool.
    - Users may bring their own toys, floats, umbrellas, chairs, tables or other items for their own exclusive use while at the pool to minimize touched surfaces that are shared because community tables, chairs, umbrellas, etc. will not be made available for use.
    - Users are prohibited from sharing any items at the pool without cleaning and sanitizing the items between uses.
    - Users must comply with social distancing and the occupancy limitations which have been posted for the pool area or if no posting is present, no more than ten users in the

- pool area.
- Report any violations of the rules, or any pool user as having been diagnosed with, or suspected of having, Covid-19 to the contact person at the phone number provided in posted notices, in any email blasts, or on the HOA website.
- Violations of these Rules may result in termination of pool privileges

### **For staffed pools:**

Staffed pools should also post the notice regarding the use of the pool in a prominent and conspicuous location at every entry and exit to the pool.

In addition to the measures listed for unstaffed pools, implement the following measures for staffed pools:

1. Screen and evaluate pool workers (“Workers”) who exhibit signs of illness, such as fever over 100.4° F, cough, shortness of breath or difficulty breathing, chills, muscle pain, sore throat, or new loss of taste or smell. (While an infrared thermometer is strongly recommended, employees may screen themselves with their own thermometers and do their own system checking before coming to work.)
2. Workers who exhibit signs of illness must not report to work and must seek medical attention. Employees with known or suspected Covid-19 must follow CDC guidelines for self-isolation for at least ten days following onset of symptoms and end isolation only after symptoms have shown progressive improvement and employee has been fever-free for three consecutive days without medication before returning to work.
3. Workers must use proper and frequent hand-washing and sanitation and must cover any coughs or sneezes.
4. Workers must wear masks or face coverings.
5. Workers must enforce social distancing at the pool facilities; however such enforcement shall remain civil. If necessary, call the appropriate authorities.
6. Within the occupancy limitations established by social distancing, the use of the pool facilities should be on a first come/first serve basis, unless the pool facility establishes a reservation system. In fairness to all users, Workers should encourage users to limit use of the facility to two hours if others are waiting to use the facility.
7. Workers should immediately clean and disinfect, per CDC guidelines, touched surfaces and other affected facility areas which were used by departing users, including the following:
  - Door handles, both inside and outside
  - Handrails and pool ladders
  - Restroom doors, faucets, sinks, soap and paper towel dispensers, toilet flush levers and baby changing stations
  - Drink dispensing equipment and water fountains
  - Light switches
  - Telephones and Emergency shut-off buttons on spas, dials for spa jets
  - "Touch to activate" areas on splash pads and spray fountains
  - Keyless entry readers and lock boxes
8. If the pool facility provides locker service, towels, or other rentals such as toys or pool floats, these services should be discontinued, and pool members notified of the closure.

**For pools with waterpark features or bars and/or restaurants:**

Waterpark features: Pools with water park features should follow all of the guidance for staffed pools, but in addition all slides and pool playground equipment should be closed.

Bars and/or Restaurants: Pool bars and restaurants or cabanas should follow guidance and regulations concerning restaurants for the specific state or municipality. This would include restrictions on “dine in” features, seating, and social distancing requirements.

**ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATING  
TO COVID-19 AND SUBDIVISION POOL VISITATION**

I acknowledge the following: that the novel coronavirus, known as COVID-19, has been declared a worldwide pandemic; that COVID-19 is extremely contagious and believed to spread from person-to-person contact, even in people exhibiting no symptoms; that federal, state, and local governments and related health agencies recommend social distancing (maintaining at least 6 feet’s distance from others), among other things, and avoiding large gatherings of people; that, as permitted, while my subdivision is allowing a restricted opening of my community’s pool (sometimes referred to as the “Facility”), the dangers of the spread of COVID-19 still exist, and may continue to exist even after the pandemic is over; and that, **the Facility cannot guarantee that I, or my child(ren) or other dependents, will not be exposed and become infected with COVID-19 while at the pool; and that visiting the pool could increase our risk of contracting COVID-19.**

By signing this agreement, I acknowledge the contagious nature of COVID- 19 and voluntarily assume the risk that any and all of my children or other dependents, and I, could be exposed to or become infected by COVID-19 by entering, visiting, or using the pool. I acknowledge and understand that such exposure to COVID-19 could result in infection that may cause bodily injury, illness, permanent disability, or death. I understand that the risk of becoming exposed to or infected by COVID-19 at the pool may result from the actions, omissions, or negligence of me or others, including but not limited to the Facility owners, its affiliates, managers, employees or representatives of any of them, or other residents. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any and all injury or damage to my child(ren), or me (including but not limited to bodily injury, disability, or death), as well as any and all other illness, damage, loss, claims, liabilities, or expenses, of any kind, that my child(ren), or I may suffer, sustain, or incur in any way arising out of or in connection with entry or usage of the Facility pool (all of the above constituting the “Claims”).

On my behalf, and on behalf of all of my minor children or other dependents, I hereby release, covenant not to sue, discharge, indemnify, and hold harmless D.R. Horton, Inc., its subsidiaries and affiliates, any subdivision homeowners’ association or other subdivision community association, any Facility management company, and the officers, employees, agents, and representatives of any of the foregoing (the “Releasees”), from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Releasees, whether a COVID-19 infection occurs before, during, or after entry, visit, or usage of the Facility.

\_\_\_\_\_  
Signature of Resident

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

\_\_\_\_\_  
Signature of Resident

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

\_\_\_\_\_  
Signature of Resident

Printed List of all Household Residents  
(all must sign):

\_\_\_\_\_  
Signature of Resident

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