



MARLBANK COVE ASSOCIATION, INC.
603 Pilot House Drive
Newport News, VA 23606
Office: 757-534-7751/ Fax: 757-534-7765
Website: <https://www.marlbancove.org/>

May 3, 2024

Dear Homeowners,

The 2024 pool season will be here before we know it. A couple of years ago, we switched to a non-lifeguard system which was a big success. Last year we added key fob locks to the exterior bathroom doors as well.

For those who have not received a key fob, each household is permitted one key fob at no cost. This key fob will allow access for you and your guest(s) into the pool gate. A second key fob may be purchased for each household at \$10.00. After that, any replacement key fobs will be \$50.00 for each, and the lost fob will be removed from the system.

For those who received key fobs last year, your fobs have been shut off for the winter season. In order to turn your key fob(s) on, you must return the enclosed application and waivers to our office. Please be sure to include the number on your key fob(s) so that we can be sure to turn on the correct fob(s).

Pool hours will be considered “daylight hours”. Meaning from dawn until dusk each day beginning May 21, 2024, and ending on September 10, 2024.

Key fobs will be available to you either by mail or for pickup at the Chesapeake Bay Management office, located at 603 Pilot House Dr., Newport News, VA 23606. Please complete the enclosed request form and return it by fax (757-534-7765), by mail or email to Mallory Moore (mmoore@lcbm.com) or Elizabeth Thomann (ethomann@lcbm.com) for processing. All forms must be signed by the homeowner (electronic signatures will be acceptable).

Please feel free to contact our office with any questions.

Thank you,

Elizabeth Thomann

Elizabeth Thomann
Association Manager on behalf of the
Marlbank Cove Association, Inc.
Board of Directors

WAIVER AND RELEASE FROM LIABILITY
ASSUMPTION OF RISK ACKNOWLEDGEMENT

This waiver and release of liability agreement and assumption of risk acknowledgment is entered into by and between Marlbank Cove Association, Inc. and its affiliates, agents, or assigns, (hereinafter "Marlbank Cove") and _____ and his/her guests, affiliates, agents, or assigns.

I hereby understand and acknowledge that the Marlbank Cove pool will be opened for the 2024 season without any lifeguards on duty. In consideration of using the pool facility without a lifeguard on duty, I, _____ do hereby confirm that I am using the pool facility in full knowledge of the risks posed by utilizing such facility without a lifeguard on duty regardless of my swimming abilities or lack thereof. I hereby acknowledge and understand that I am using the pool facility **AT MY OWN RISK**. I further agree to comply with any pool rules established by Marlbank Cove.

I hereby knowingly and voluntarily enter into this waiver and release and waive any and all rights, claims or causes of action of any kind whatsoever arising out of my use of the pool facility without any lifeguards on duty. **I do hereby release and forever discharge Marlbank Cove and all its employees, agents, affiliates or assigns from any physical or psychological injury including but not limited to illness, paralysis, death, slips, falls, damages, economical or emotional loss that I or a third party may suffer as a direct result in the aforementioned activity.**

I agree to indemnify and hold harmless Marlbank Cove, its employees, agents, affiliates, assigns and any successors of ownership against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me, or any third person, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or any other third party referenced herein concerning the activity described herein.

IN WITNESS WHEREOF, the parties hereto have executed this WAIVER AND RELEASE and ASSUMPTION OF RISK ACKNOWLEDGEMENT on the date set forth below.

Dated: _____

By: _____

Owner/Resident/Guest

Property Address

Dated: _____

By: _____

Witness

Signature

WAIVER AND RELEASE FROM LIABILITY
ASSUMPTION OF RISK ACKNOWLEDGEMENT
(FOR MINOR)

This waiver and release of liability agreement and assumption of risk acknowledgment is entered into by and between the Marlbank Cove Association and its affiliates, agents, or assigns, (hereinafter "Marlbank Cove") and the parent or guardian of _____ and his/her guests, affiliates, agents, or assigns.

I hereby understand and acknowledge that the Marlbank Cove pool will be opened for the 2024 season without any lifeguards on duty. In consideration of using the pool facility without a lifeguard on duty, I, on behalf of the following minor child(ren):

_____ do hereby confirm that I am allowing the minor child(ren) to use the pool facility in full knowledge of the risks posed by utilizing such facility without a lifeguard on duty regardless of the minor child(ren)'s swimming abilities or lack thereof. I hereby acknowledge and understand that I am using the pool facility **AT MY OWN RISK**. I further agree to ensure the minor child(ren)'s compliance with any pool rules established by Marlbank Cove.

On behalf of the aforementioned minor children, I hereby knowingly and voluntarily enter into this waiver and release and waive any and all rights, claims or causes of action of any kind whatsoever arising out of their use of the pool facility without any lifeguards on duty. **I do hereby release and forever discharge Marlbank Cove and all its employees, agents, affiliates or assigns from any physical or psychological injury including but not limited to illness, paralysis, death, slips, falls, damages, economical or emotional loss that I or a third party may suffer as a direct result in the aforementioned activity.**

I agree to indemnify and hold harmless Marlbank Cove, its employees, agents, affiliates, assigns and any successors of ownership against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me, or any third person, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or any other third party referenced herein concerning the activity described herein.

IN WITNESS WHEREOF, the parties hereto have executed this WAIVER AND RELEASE and ASSUMPTION OF RISK ACKNOWLEDGEMENT on the date set forth below.

Dated: _____

By: _____

Owner/Resident/Guest

Property Address

Dated: _____

By: _____

Witness Signature

Marlbank Cove Association Inc.

2024 Pool Rules and Regulations

- 1) There are no Pool Attendants or Lifeguards. The pool is SWIM AT YOUR OWN RISK.
- 2) The Owners Association's recreational amenities are reserved for the use of members of the Marlbank Cove Association's members in good standing, and their guests. The following rules and regulations are for the protection and benefit of all persons to ensure safe and sanitary operation of the swimming pool and related facilities. The cooperation of the members will afford pleasant relaxation and recreation for everyone concerned. Members are requested to caution their children and their guests to observe the pool rules and regulations. There will be no pool attendants or life guards on duty. The pool is swim at your own risk. Any failure to comply with the pool rules and regulations shall be considered sufficient cause for members to be deprived of the use of the swimming pool by the Owners Association.
- 3) Owners Association members must accompany all guests at all times at the pool. Up to five guests, per visit, per Household are allowed at the pool.
- 4) While visiting the Swimming Pool, the conduct of any guest(s) will be the responsibility of the Owner. Any misconduct on the part of the guest(s) may result in the permanent or temporary revocation of pool privileges, at the discretion of the Owners Association.
- 5) All persons under sixteen (16) years of age, and all non-swimmers, must be accompanied at all times by a member or guest member, that is able to swim and is over 18 years of age. For non-swimmers to be in the water, the Member or guest-member at least 18 years of age must be in the water with them, and the non-swimmer must wear a flotation device when in any area of the pool where the water is deeper than chest height on the non-swimmer.
- 6) The Board members or the Association Manager have the authority to temporarily suspend pool privileges of anyone violating any of the pool rules. The offender will be warned once, then pool privileges will be suspended until such time as deemed appropriate by the Board of Directors.
- 7) No person shall use the pool unless the pool is officially open. All persons shall comply with the Rules and Regulations.

- 8) The pool will automatically close at the approach of or during a storm. All swimmers must get out of the water immediately and exit the pool area until the storm threat has passed. An electrical storm is particularly dangerous and could prove fatal.
- 9) No running, pushing, dunking, and/or rough play are allowed in the swimming pool and swimming pool area.
- 10) Persons unable to swim are not permitted beyond shoulder depth. Diving or jumping into the swimming pool is prohibited.
- 11) The use of profane or offensive language is prohibited.
- 12) Standing or sitting on another person's shoulders is not permitted.
- 13) Persons with bandages, open infections, sores, or the like, are NOT allowed into the pool.
- 14) Unsanitary practices, such as spitting or blowing one's nose in the water, etc., are strictly forbidden.
- 15) Children who are not toilet-trained must wear a swim diaper.
- 16) All pool users must shower prior to entering the pool.
- 17) No intoxicants or intoxicated persons shall be allowed in the swimming pool or the swimming pool area.
- 18) Glass containers, breakable objects, and open drink containers are not permitted in the swimming pool and deck areas. Food and open beverages may be consumed on the deck at least five (5) feet away from the pool edge. Closed beverage containers (plastic) with tops and/or straws are permitted on the pool deck area only.
- 19) Smoking or Vaping is not permitted in the pool or pool area.
- 20) Noise. All person present shall comply with the applicable local noise ordinance.
- 21) Surveillance. The pool and pool area are monitored by surveillance cameras.
- 22) All pool users shall pick up their trash and litter and shall properly dispose of it in the receptacles provided before leaving the pool area.

23) The furniture and equipment in the pool area have been purchased by the residents of Marlbank Cove for the use and enjoyment of all pool users. Persons damaging such furniture or equipment through improper use, carelessness, or abuse may be assessed by the MCA for the cost of their repair or replacement.

24) Should you experience a problem or observe a problem, please report the situation to the Association Manager. The Association Manager can be contacted at 757-534-7751.