

2021 TROY TOWERS POOL RULES

Sent: Friday, June 25, 2021 4:00 PM

Subject: Pool Guests and extended Hours

We are pleased to inform our residents that effective Saturday, June 26, 2021, we will once again allow guests at the pool. We are also extending the pool hours from 6 am to 10 pm, seven days a week (*ask about possible update in July to 5am-12 Midnight*).

There will be **one (1) free guest daily reusable pass per apartment** for the 2021 season, courtesy of the Board of Directors. Residents can pick up the reusable pass from the front desk.

For the additional guest(s), residents will need to purchase a guest pass from the Concierge desk. Admission for each additional guest is \$10.00 per day/ \$15.00 per day for Holidays. **There will be a limit of two (2) guests on Holidays.** Children age five (5) or under have free access to the pool. The guests must always visibly wear the guest pass on their wrist while using the pool. Any guest refusing to abide by these rules will be required to leave the premises. ***Large gatherings and parties are strictly prohibited at this time.***

All residents and their guests must comply with all pool rules and regulations, including any Covid-19 mitigation protocols, which may change from time to time. Each unit owner has already been given a copy of the screening form, waiver, and existing pool rules in advance and is responsible for discussing these forms with their guests before using the pool or any other corporation facility to be aware of the current rules and regulations. All unit owners are responsible for the conduct of their guests and may likewise be asked to leave the facility if their guests do not comply with corporation requirements. Any instances of non-compliance shall be reported to the Property Manager and may result in loss of pool privileges and/or fines to the unit shareholder(s).

Guests must sign the following documents with the Concierge desk upon every visit to the pool.

Covid Pool Waiver

Covid Daily Screening

Guests must also sign the guest book at the Concierge desk and provide a contact phone number for Covid -19 tracking. Guests refusing to comply with any of the above protocols will not be allowed to use the facility.

Due to continuing Covid-19 conditions, all policies remain in flux and are subject to change based on: (i) changing conditions; (ii) revisions or modifications of the law; and (iii) the Board's need to protect the health and safety of unit owners, guests, and the Association's property, in its sole discretion.

Thank you for your cooperation. Enjoy the 2021 pool season.

Yours truly,

Daniel Ortiz
Building Manager

Hudson Troy Towers Apartment Corp.

2021 Pool Rules and Regulations

NOTE: ITEMS HIGHLIGHTED IN RED ARE COVID-19 PROTOCOLS AS REQUIRED BY THE STATE, CDC, AND THE NJ DEPARTMENT OF HEALTH OR KEPT IN PLACE BY THE BOARD AS "BEST PRACTICE."

- Neither face masks nor social distancing is required while in the pool or on the deck.
- Face covering is NOT allowed in the water due to the increased risk of drowning.
- Face masks are not required for lifeguards when performing lifesaving activities and actively monitoring bathers from the lifeguard stand.
- Only one person in each bathroom at a time unless from the same household.
- Before entering the pool deck area, residents Must see the front desk and complete a Covid Daily Screening sheet.
- Access to the pool Must be via the lobby to the promenade.
- Resident must clean their chair and table after they are done for the day. Cleaning stations will be available throughout the pool deck.

Note: Residents who are sick or have recently had close contact with a person with Covid-19 must not access the facilities and should quarantine following CDC and Department of Health guidelines.

Hours of Pool Operation

Weather permitting, the pool will be open daily from 10 am to 8 pm. A Lifeguard will be on duty only on weekends and holidays through the end of the season.

Pool Entry & Exit

During the season, all residents and guests Must enter and exit the pool through the lobby.

No bathing suits (wet or dry) or bare feet will be permitted in the lobby without a proper cover-up.

Before entering the pool each day, everyone must do a temperature check and complete and sign a Covid Daily Screening sheet with the Concierge.

When and if allowed for the season, guests (who must be accompanied by a resident) must sign in the Pool Visitor Book. Each guest, ages six (6) and over, will be required to wear a pool guest bracelet on their wrist at all times.

Pool Safety & Compliance

The pool is available to all residents of the building in good standing after returning the signed Rules and Regulations form. Guests will not be permitted until further notice.

Lifeguards will be on duty from Sunday-Saturday from 10:00 am to 8:00 pm.

During hours when a Lifeguard is not present, residents are advised that they are swimming at their own risk.

Children under the age of 16 cannot swim unattended; an adult must accompany them during non-lifeguard hours.

Residents are required to comply with all posted safety rules and regulations.

Hudson Troy Towers Apartment Corporation shall not be liable for personal injury or death or loss of or damage to property arising out of, or in connection with, the use of the pool facilities and will be held harmless of any claims or demands.

All residents and guests must comply with any covid regulation or any requests made by the Covid-19 Point of Contact Representative.

Chairs & Tables

Chaise lounges, chairs, and tables in the pool area are available for the pleasure of residents and their guests and MAY NOT BE RESERVED AT ANY TIME.

Residents must clean their chairs and table before they leave the pool area for the day. Cleaning stations will be available throughout the pool deck.

Children

Children under 16 years of age are not permitted in the pool area unless accompanied by an adult of at least 18 years of age.

Children may not be left unattended.

All residents are responsible for the actions of their children.

Children under the age of three and children who are not toilet trained must wear rubber swim pants in the pool.

Any costs associated with having to empty and cleaning the pool due to non-compliance with the rule will be charged to the resident.

For the convenience and safety of residents and guests, only rubber-inflated toys shall be allowed within the pool and sundeck areas. **In addition, as a Covid-19 protocol, we discourage residents and children from sharing items meant to contact the face (e.g., goggles, nose clips.)**

Other General Regulations

Animals are not permitted in the pool area, no exceptions.

There shall be no running, pushing, rough or dangerous play in or around the pool.

There is no smoking permitted in or around the pool area.

No grilling is allowed at any time in or around the pool area.

No glass of any kind shall be permitted in or around the pool area.

No food or drink is permitted in the pool water.

Any damage to property is the responsibility of the resident.

All trash shall be disposed of in the proper receptacles.

No towels, bathing suits, etc., may be hung over the fences or walls.

Please return chairs to their proper place at the end of the day.

Residents MUST clean the pool furniture in their use once done and before leaving the pool area. Pool cleaning and disinfectant products will be available at the pool.

The use of radios or music players is permitted, provided that headphones are used.

All residents and guests must be respectful of our neighbors regarding noise, especially in the early morning and later evening hours of pool operations.

Any alcohol consumed at this facility must be done in accordance with the laws of Union City, the State of New Jersey, and any governing Federal Authority.

Guest Fees/Passes

When and if allowed for the season, there will be one (1) guest pass per apartment for the 2021 season, courtesy of the Board of Directors. If you have one (1) guest, there is no charge, except during the Holidays. If you have two (2) guests, you will need to purchase one (1) guest pass. Each day at the pool, your first guest will be "free" with the use of your seasonal guest pass!

Admission for each additional guest is \$10.00 per day/ \$15.00 for all guests for the Holidays. All guest passes will be charged to the resident's account. The Concierge will not accept cash. There are no fees for children under SIX years of age.

When and if allowed for the season, colored-band guest passes will be available for purchase each day at the Front Desk and are only valid on the day they will be used. The guest must visibly wear the guest pass on his person at all times while using the pool. Any guest refusing to abide by these rules will be required to leave.

In addition, during holidays, the residents should realize that the pool facility is basically for the benefit of the residents of the building.

The Board and Management request that residents inviting guests on those Holidays should keep the number of guests to a maximum of 4 guests.

Compliance with Pool Rules and Regulations

All residents and their guests are required to act in compliance with all pool rules and regulations. Any instances of non-compliance shall be reported to the Property Manager and may result in loss of pool privileges and/or a fine.

Every resident must SIGN the application to have seasonal access.

Certification

I have read the pool rules and agree to follow and enforce my guests to follow all rules as described above.

_____, 2021

Date

Signature

Signature

Signature

Apartment Number _____

HUDSON-TROY TOWERS APARTMENT CORP.

Swimming Pool/Facilities COVID-19 Participation Agreement, Waiver and Release

Acknowledging that use of the playground, equipment, swimming pools, facilities and related physical activities are potentially hazardous, and that sanitation and other mitigation measures cannot guarantee elimination of all risks of contracting the COVID-19 virus, I hereby agree to the following, as a condition of my use of Hudson-Troy Towers Apartment Corp's ("Corporation" or "Hudson-Troy") swimming pools, facilities and grounds ("Facilities") during the 2021 pool season:

- I am a unit owner and primarily reside in a dwelling unit within the Hudson-Troy community and I am at least 18 years old;
- I understand that the Swimming Pool Facilities may only be used by persons that meet the following eligibility requirements: (i) you must reside within the Hudson-Troy community; (ii) submit a fully executed Participation Agreement; (iii) be a member of the Corporation in good standing; and (iv) received written approval to use the Facilities from the Corporation (persons that meet the eligibility requirements above are hereinafter referred to as "Authorized Users");
- I acknowledge and accept that there may exist a risk of exposure to COVID-19, a resulting illness from COVID-19, personal injury, property damage, illness or death associated with my usage of the facilities with respect to COVID-19;
- I Represent and warrant that, to the best of my knowledge, I will only use the Facilities if:
 - (i) I do not now have, and have not had in the last 14 days, any symptoms related to COVID-19;
 - (ii) I have not been in direct contact with anyone who has been diagnosed with COVID-19; and
 - (iii) I have been following all recommended social distancing guidelines; and

I further agree that, If at any time, I start exhibiting COVID-19 related symptoms or have been in contact with anyone who has been diagnosed with COVID-19, I will refrain from using the Facilities and will self-impose a two (2) week self-quarantine.

- I will not allow or invite any person to use the Facilities that is not an Authorized User;
- I have read and am familiar with the COVID-19 Rules & Policies concerning use of the Facilities in effect for the 2021 season ("2021 Rules") and will read and become familiar with any updates to those rules;
- I understand that the 2021 Rules will be strictly enforced, and violation of those rules or any provision of this agreement may result in the suspension of my use and my entire households use of the Facilities for the remainder of the 2021 pool season, in addition to any other appropriate remedies. The 2021 Rules shall require, among other things, that prior to enter the Facilities, all persons shall have a temperature reading that is compliant with Federal, State and Local Guidelines for access to a group setting and must complete a daily screening form which will available at the Swimming Pool Facilities;

- I will immediately report to the Corporation's property manager a positive COVID-19 test for myself, any person within my residence, or any Authorized User, and will cooperate with and hold the Corporation harmless for contact tracing efforts to identify potential cases of exposure;
- In the event of a positive COVID-19 test for myself, any person within my residence, or any Authorized User, I or the Authorized User may be denied access to the Facilities until such time as a proper quarantine period has lapsed without symptoms;
- I assume all risks associated with my use of the Facilities, which risks may include close contact with other Facilities users, and individuals working or contracted by the Corporation, exposure to the COVID-19, and sickness, death, and disability related thereto;
- I, for myself and my heirs, representatives and assigns, and anyone entitled to act on my behalf, hereby waive, release, covenant not to sue and hold harmless the Corporation, its Board members, directors, officers, agents, employees, staff, representatives, vendors and volunteers ("Releasees") from all claims relating to COVID-19 relating to or concerning my use of the Facilities;
- I acknowledge the contagious and evolving nature of COVID-19 and voluntarily assume the risk that I may be exposed to virus and become affected as a result. I voluntarily agree to assume all risks relating to or concerning my use of the Facilities and accept sole responsibility for any expense, liability, illness, injury, disability or death related to contracting the virus; and
- I acknowledge that the Corporation may revoke my privileges and permission to use the Facilities at any time, for any reason, if Hudson-Troy or Management deem it unsafe
- In the event that a court should determine that any portion of this agreement is invalid and/or unenforceable and that, as a result, that I may bring one or more claims against the Releasees arising out of my use of the Facilities or this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Corporation under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- I acknowledge that this document is a contract and agree that if a lawsuit is filed against the Corporation, its owners, agents, officers, or employees for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Corporation in defending such an action with respect to COVID-19 related damages;

Consistent with government and health department guidance, the Corporation is implementing numerous measures to decrease the risk of exposure to COVID-19 at the pool. Individuals who are particularly at risk due to their age or health are encouraged to carefully consider their individual situation and err on the side of caution in deciding whether and how to use the pool this summer.

IF I ALLOW SOMEONE TO ENTER THE POOL, OR I ENTER THE POOL, I ACKNOWLEDGE THAT I WILL BE RESPONSIBLE FOR THAT PERSON'S, AND MY OWN, SAFETY FROM COVID 19 AND THE OTHER RISKS ASSOCIATED WITH THE USE OF THE FACILITIES. IF I ALLOW SOMEONE TO ENTER THE FACILITIES, AND THAT PERSON VIOLATES GUIDELINES, RULES OR LAWS, THAT PERSON AND I MAY BE BANNED FROM THE FACILITIES, WITHIN THE CORPORATION AND/OR MANAGEMENT'S SOLE DISCRETION. I RECOGNIZE THAT THESE RESTRICTIONS MAY BE INCONVENIENT, BUT I AM SEEKING TO USE THE FACILITIES DURING A PANDEMIC. I ACKNOWLEDGE THAT THE CORPORATION CANNOT AFFORD TO BEAR THE ADDITIONAL SAFETY CONCERN AND LIABILITY THAT COMES WITH MY/OUR USE OF THE FACILITIES DURING THE PANDEMIC.

Signature Date

Printed Name

Unit Address

Contact Number

If you are executing this Participation Agreement on behalf of a minor(s) that resides with you in your unit at Hudson-Troy and who is your child, under your legal guardianship or pursuant to a lawful power of attorney, please print the minor's name below.

