

Brookside Swim Club

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General Swim Club Rules & Regulations

Last update: April 7, 2025

1. General

- a. The following rules and regulations are for the protection and benefit of all members, guests and employees. Following these rules and regulations helps to ensure that everyone at the pool has a safe and enjoyable experience at the Brookside Swim Club (hereinafter the "Brookside").
 - i. Brookside adopts the regulations imposed by the State of New Jersey, Department of Health and Senior Services set forth at N.J.A.C. 8:26-5.4.
 - ii. All members and guests shall abide by the pool rules and regulations and cooperate with club personnel in maintaining a safe and clean facility.
 - iii. Managers, lifeguards and other employees of Brookside are authorized to enforce all rules and regulations, and the pool managers may modify or suspend the enforcement of these rules at any time in matters of health and safety.
 - iv. These rules and Regulations may be revised, or additional rules established at any time by the Board of Trustees.
 - v. Violation of these rules and Regulations could be deemed sufficient reason for suspension of pool privileges or revocation of membership, as directed by the Board of Trustees.
- b. All members and their guests must sign in at the front window upon entering Brookside. (Please refer to Guest Pass Rules and Fees in Section 4, for more information.)
- c. All members are required to notify the office of a change in family memberships and all members are requested to notify the Brookside secretary, membership chairman or the office of any change of address or phone number.
- d. Only employees or authorized personnel are permitted in the pool office, storage rooms or pump room.
- e. Glass is not permitted on Brookside property at any time.
- f. Smoking is only permitted in the designated smoking areas.
- g. Reserving of tables on the pavilion is not permitted. Reserved parties have priority on the pavilion. Maximum of 2 parties at the same time.
- h. Children under the age of 12 must be always supervised by a responsible adult. Parents must supervise their young children in the lavatories and the baby pool.
- i. No food or beverages are allowed in the pools or at the edge of the pools and food is not allowed on the volleyball court.
- j. Alcohol is permitted for those ages 21 and over if it is consumed responsibly and respect for others is maintained at all times.
- k. Food and beverages must remain outside of the bathing areas.
- l. Kegs, party balls and similar dispensing devices will not be permitted with our application and approval in advance by the Board. Wine Boxes are precluded from this provision given the prohibition on glass in the pool.
- m. All members and guests are responsible for depositing trash and recycling in the proper receptacles.
- n. Profanity, abusive language, and vulgar remarks are prohibited. Similar decorum is mandated for music and televisions being used at the club.
- o. Brookside will provide atmospheric music. Members may request approved playlists at the front desk. Personal music devices must be used with headphones or similar devices. Amplification of music is prohibited.
- p. Brookside has available for shared use in the Pavilion televisions for streaming use. Members may request access for use and streaming will be limited to family appropriate content. No additional devices for shared use will be permitted without the advanced permission of the Board.
- q. No running or horseplay is allowed.

- r. Shoes, sandals or sneakers are recommended on the blacktop area, the concrete, wood decking and on the pavilion, but are not permitted in the water.
- s. All drivers must follow the one-way driving lane direction and driving speed in the parking lot should not exceed 5 MPH.
- t. Parking lot is for use of Brookside members and guests. Access is limited to 15 minutes prior and after daily operation. No overnight or after-hours parking without express consent from the Board.
- u. Brookside is not responsible for any loss or damage to personal property.
- v. All persons use the pool at their own risk. Brookside will not be responsible for any incident or injury in connection with use of the pool or the facilities. Parents, guardians, or childcare providers are responsible for their children and their actions while on Brookside property.

2. POOL RULES

- a. Any child under the age of 12 must pass a swim test given by a lifeguard in order to swim outside of the 'shallow end' (marked by the lane line) of the pool. Any child not passing the swim test must remain under direct supervision of a responsible adult at all times in any area of the pool.
- b. DIVING: Diving is only allowed off the diving boards in the diving area or along the side of the pool (except for the shallow end). Only one person at a time is permitted on the diving boards or the steps of the diving boards. The next person on line may not jump/dive off the board until the previous person has reached the ladder. Children wearing flotation devices may use the diving board with responsible adult supervision in the water or on the deck near the boards. Only one bounce is permitted when using the diving boards.
- c. WATER TOYS & FLOTATION DEVICES may be used, however at any time, the managers or lifeguards may limit the number and/or types of devices for safety reasons.
 - i. All persons must climb on and off any flotation device while they are away from ladders, stairs and the sides of the pool. No person may climb onto a flotation device from the pool decking, nor may any person climb off a flotation device onto the pool decking.
 - ii. All flotation devices must be kept out of the diving well and the shallow area of the pool.
- d. A responsible adult must supervise children at the baby pool at all times. The gate to the baby pool must remain closed and clicked shut at all times.
- e. Hanging on, sitting on, or playing with ropes, buoys, lane lines or ladders is prohibited.
- f. Members, guests or employees are not permitted to carry on conversations with lifeguards while on the lifeguard stands.
- g. Bathing attire must be worn in the pool at all times. Swim attire must be clean, modest and designed for pool use. 'Cut-offs', undergarments, thongs clothing or other inappropriate attire is not allowed. Street clothes are permitted on premises, but not in water.
- h. Conduct that endangers the safety and comfort of yourself or others shall be prohibited. Children who do not listen to the lifeguards, managers and other staff members will be warned and then benched from swimming.
- i. Outdoor bathing shall be prohibited during an electrical storm. In accordance with the American Red Cross guidelines, swimming shall not resume for 30 minutes after hearing thunder or seeing lightning.
- j. Anyone suspected of being under the influence of drugs or alcohol shall be prohibited from entering the water and may be asked to leave the premises.
- k. The pool may be closed at any time for health reasons, required maintenance, weather conditions, swim meets or any other emergency as determined by the managers. The pool is closed for swim meets on select Wednesday evenings, Saturday mornings. Pool will reopen after the meet ends.

3. STATE SANITARY CODE REQUIREMENTS

- a. Any person showing evidence of any communicable skin disease, sore eyes, inflamed eyes, cold symptoms, nasal or ear discharge, or any other communicable diseases shall be prohibited from the pool and grounds.
- b. Any person with excessive sunburn, open blisters, cuts or bandages shall be denied shall be prohibited from the pool.
- c. Do not enter the water if you are experiencing or recovering from diarrhea or have had any signs or symptoms of gastrointestinal disease in the past seven days.
- d. All children in diapers must wear plastic pants with snug fitting elastic waist and leg bands over a diaper or swim diaper. Do not wash out soiled diapers in the bathing water.

- e. Children should be encouraged to use the restroom before entering the water. Immediately report to a lifeguard any 'accidents' you observe in the bathing waters.
- f. No animals, except for service animals, will be allowed in the pools or on property.
- g. All persons shall shower before entering the water.

4. GUEST POLICIES

- a. No guests may enter the club grounds without being accompanied by a member.
- b. Guest passes are \$70 and are valid for 10 entry fees. Guest Passes Must be purchased in person at the office or through the member portal. Guests are required to check in at the office while being accompanied by a member. Grandparents who will not swim are not required to pay but still need to check in.
- c. Individual Daily Guest fees are \$10 for guests ages 4 and up. (Does not include Holidays or special events)
- d. Junior Single members may bring in guest(s) only 18 years or older.
- e. The Board may set limitation on the number of times a guest pass may be used to encourage full membership purchase.
- f. On the 4th of July and Labor Day, Guests must be pre-registered and pre-paid in advance. Guest passes cannot be used for these days. If Brookside decides to offer Guest Passes on Holidays, there will be limited in number and require advanced special purchase to be announced to the general membership. Guests are allowed to attend special events when accompanied by members. Guests are required to pay the event fee but no additional guest fee is required.

5. Party Rules and Fees

- a. Only members may host a party at Brookside
- b. A 'party' is a minimum of 10 guests and a maximum of 30 guests and is a gathering such as a birthday party, anniversary party, sports team party, graduation party, reunion, etc. OR any gathering of 10 or more guests of a member.
- c. Parties may be reserved by filling out a reservation form. The party reservation form can be found on the Brookside website or in the office. Return the completed form to a manager with the required \$20 non-refundable party reservation fee. Be sure to include the date, start time and end time of the party. Please estimate the number of guests and provide a final list of guest names to the office the day of the party.
- d. Party reservations are subject to availability. The manager will confirm if your party request is approved. If the party request is denied, your deposit will be refunded.
- e. No more than two parties may occur simultaneously.
- f. Parties are not allowed on Memorial Day, 4th of July, or Labor Day weekends.
- g. The member host must submit a list of all guest attendees to the office before the party begins. All guests must check in at the office.
- h. Children's parties (such as birthday or sports team) may last up to three hours. The fee is \$10 per non-member and non-swimming parents or guardians are free. All other parties (such as graduation or reunion) are \$10 per person, whether swimming or not.
- i. Parties will be "set up" by members on the pavilion.
- j. All party guests must adhere to Brookside's rules and regulations.
- k. No DJ or outside music is allowed.
- l. No outside cooking appliances are allowed.
- m. Party activities are conducted at the discretion of the Manager.
- n. All parties should be cleaned up by the member-host, and belonging should be packed up by 8pm so that all members and guests are able to leave by regular pool closing hours.

REMEMBER : THE CLUB BELONGS TO ITS MEMBERS. PLEASE BE COURTEOUS TO THE MEMBERS OF BROOKSIDE WHEN HOSTING YOUR PARTY TO ENSURE THAT EVERYONE AT THE POOL HAS A SAFE AND ENJOYABLE DAY.

6. MEMBERSHIP

- a. Brookside offers Family, Senior Family, Individual Adult, Individual Child (Junior) and Swim Team memberships.
- b. A Family membership includes the applicant, cohabitating partner, unmarried children (natural or adopted) who have not celebrated their 26th birthday before Memorial Day of current year AND whose permanent residence is the same as applicant. Special provisions for permanent house guests will be considered on a case-by-case basis by the Board of Trustees or the Manager.
- c. Senior Family Membership: Two cohabitating adults, each 65 years of age or older.
- d. Adult Single Membership: One adult, 18 years of age or older
- e. Junior Single Membership: one person between the ages of 4 and 18 years of age. and must be attached to an additional membership (e.g. Senior Single or Swim Team Membership). This category provides full access to the facility but limits guests and the ability to host parties or events.
- f. Caretaker Membership (Add on the Family Membership)- Option to add up to Two Caregivers to your membership for an additional \$150 each. These individuals (grandparents, babysitters, etc...) will be allowed to bring your children to the pool ONLY when the primary adult(s) on the membership are not present. If you plan to have them at the pool while you are present, you should consider purchasing them a single membership or you will need to use guest passes at those times if our policy allows that this summer.
- g. Swim Team Membership - Swim Team Memberships include one child aged between 5-18. This membership allows child to swim at team practices and swim meets only. This is NOT a full membership. Child will not be able to use pool at other times during the season.
- h. If you sponsor a family (does not apply to individual memberships) who joins the pool, you will receive a \$50 credit on your membership dues for the following season. There is no limit to how many families you can sponsor. Please note, the new members MUST enter your name on the online application under 'sponsoring family'. Only one member can receive credit for sponsoring a family.

Waiver/Registration

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in the BROOKSIDE SWIM CLUB facility activities ("Activity") I, for myself for personal representatives, assigns, heirs, and next of kin:

ACKNOWLEDGE, agree, and represent that I understand the nature of such activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

FULLY UNDERSTAND THAT: (a) BROOKSIDE SWIM CLUB ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inaction's, the actions or inaction's of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE BROOKSIDE SWIM CLUB, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which

the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

MINOR RELEASE

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF BROOKSIDE SWIM CLUB ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATION AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.