

FAIRLINGTON VILLAGES, A CONDOMINIUM ASSOCIATION
GENERAL RESOLUTION NO. GR 4/7/21

2021 POOL SEASON

WHEREAS, Virginia Code Title 55.1, Section 1956 (B) allows the Board of Directors to exercise power assigned to the "unit owners' association" by the Act, to the extent permitted by the By-Laws of the Unit Owners Association;

WHEREAS, Article III, Section 2 of the By-Laws assigns the Board of Directors with "all of the powers and duties necessary for the administration of the affairs of the Condominium," and further states that the Board may do all such acts and things as are not by the Act or by the By-Laws directed to be exercised and done by the Unit Owners Association;

WHEREAS, the Board of Directors hopes to ensure that the operation of the swimming pools during the 2021 pool season be undertaken in compliance with all applicable Federal, State, Arlington County and City of Alexandria codes and regulations as well as Amended Executive Order 51 (2020) *et seq* issued by the Governor of Virginia in response to the COVID-19 pandemic;

WHEREAS, it is the expectation and intention of the Board of Directors that Fairlington's summer 2021 pool season rules of operation may change as local, state and Federal guidelines change.

WHEREAS, it is the hope of the Board of Directors that all Fairlington Villages residents and unit owners enjoy a safe and enjoyable pool season.

WHEREAS, it is the expectation of the Board of Directors that operation of the swimming pools during the summer 2021 pools season will be under conditions which themselves are subject to change according to Federal State, Arlington County and City of Alexandria codes and regulations:

THEREFORE, BE IT RESOLVED, that the Board of Directors adopts the following policies, procedures, rules, regulations, guidelines, and requirements to govern the operation of the Association's six swimming pools during the summer 2021 pool season:

1. Premier Aquatics will serve as the Association's Pool Operator under its existing Agreement for Pool Management Services with the Association.
2. Attachment 1 is adopted in its entirety as the Summer 2021 Pool Season Forms users of the pool will execute to certify their Assumption of Risks involved in using the swimming pools during the COVID-19 pandemic.
 - a. The first document of Attachment 1 entitled "Fairlington Villages, A Condominium Unit Owners Association 2021 Assumption of Risk Relating to Coronavirus/COVID-19" shall be executed prior to the beginning of the season by each resident and unit owner who attends to use the swimming pools to certify to the Association that the user understands that entry into the swimming pool facilities and participation in activities at the facilities could increase the risk of contracting COVID-19; and further that by entering the facilities, they agree to assume all risks and accept sole responsibility for any loss they might incur in connection therewith.

- b. The second document of Attachment 1 entitled "Premier Enterprises, Inc., d/b/a premieraquatics (herin "Premier Aquatics") Assumption of Risk and Waiver of Liability Relating to Coronavirus/COVID-19" shall be executed prior to the beginning of the season by each resident and unit owner who attends to use the swimming pools to certify to the Association that the user understands that entry into the swimming pool facilities and participation in activities at the facilities could increase the risk of contracting COVID-19; and further that by entering the facilities, they agree to assume all risks and accept sole responsibility for any loss they might incur in connection therewith.
3. Attachment 2 is adopted in its entirety as the Summer 2021 Swimming Pool Reservations and Check-In Procedures, Rules and Guidelines for Lifeguards.
4. Attachment 3 is adopted in its entirety as the Summer 2021 Pool Schedule and Hours of Operation.
5. Attachment 4 is adopted in its entirety as the Summer 2021 Pool Reservation Area Maps.
6. Attachment 5 is adopted in its entirety as the Summer 2021 Pool Season Estimated Additional Costs.

ATTEST:

Secretary

President

Date _____

Date _____

Moved by _____

Second by _____

VOTE _____

Approved () Disapproved ()

Submitted by: Jessica Auston, Ward I Director and Pool Committee Liason

Roll Call:

Alvord, Melanie _____ Austin, Jessica _____ Brown, Philip _____
Placek, Terry _____ Reem, Harold _____ Stollof, Edward _____
Straub, Lawrence _____ Torres, Joseph _____ Wasowski, Anne _____

Fairlington Villages, A Condominium Unit Owners Association
2021 Assumption of Risk Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. While Fairlington Villages, A Condominium Unit Owners Association (“Association”) plans to implement appropriate operating measures for the swimming pool facilities (“Facility”) consistent with federal, state and local requirements to reduce the risk of transmission of COVID-19, the Association cannot provide any assurance that you will not become infected with COVID-19, nor can the Association guarantee a germ-free Facility. Your entry into the Facility and your participation in activities at the Facility could increase your risk of contracting COVID-19.

Read Carefully Before Signing – Initial Each Paragraph

____(INITIALS) By signing this Agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by entering the Facility. I further acknowledge that such exposure or infection may result in illness, personal injury, disability and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Facility may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other patrons, members and their families, as well as contractors and volunteers.

____(INITIALS) I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury, illness or harm to myself, including damages, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my entry into the Facility.

____(INITIALS) I represent that I have adequate insurance to cover any injury or illness I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or illness myself. I further represent that I have no medical or physical condition which could create a risk to my safety or any other patron’s safety in the Facility.

____(INITIALS) By signing this document, I acknowledge and understand that if I am exposed to or infected by COVID-19 during my time in the Facility or participation in the activities therein, then I may be found by a court of law to have assumed the risk of contracting COVID-19 at the Facility and that any claim I may have against Association, its Board of Directors, members, contractors, agents, management agent and attorneys may be barred by my knowing, intentional and willing assumption of the risk of contracting COVID-19 by entering the Facility.

____(INITIALS) I understand that I may be denied entry into the Facility if I choose not to sign this document. I have read and understand this document.

____(INITIALS) I agree that I will practice safe social distancing and clean hygiene during my presence and participation at the Facility and will follow all rules, protocols, guidelines and signage.

Signature: _____

Address: _____

Print Name: _____

Telephone _____

Date: _____

Association Facility

Assumption of the Risk Relating to Coronavirus/COVID-19

**PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(Must be completed for participants under the age of 18)**

I am the parent or guardian for _____
(PRINT minor's name or names) and I am the person responsible for their well-being and safety. I have read and understand this assumption of risk document pertaining to the Facility. On behalf of the minor for whom I am responsible, and fully understanding the risk involved of entering the Facility during the COVID-19 pandemic, I agree to assume the risk on behalf of the above-named minor. I understand the consequences of that decision for both myself as the responsible person and for the minor who is in my care.

Parent or Guardian Print Name _____

Signature _____

Address City State Zip _____

Date: _____

**Premier Enterprises, Inc., d/b/a premieraquatics
(herein "Premier Aquatics")
Assumption of the Risk and Waiver of Liability Relating to
Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Premier Enterprises, Inc. d/b/a/ premieraquatics (herein "Premier Aquatics") has put in place preventative measures to reduce the spread of COVID-19; however, the Premier Aquatics cannot guarantee that you or anyone with you who enters any swimming pool and other related facilities and recreational areas operated and/or managed by Premier Aquatics (herein "Premier Aquatics Managed Facility") will not become infected with COVID-19. Further, attending the Premier Aquatics Managed Facility could increase your risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I, and those accompanying me, may be exposed to or infected by COVID-19 by appearing at the Premier Aquatics Managed Facility and by using the facilities, pool and related equipment and apparatus therein, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Premier Aquatics Managed Facility may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Premier Aquatics employees, representatives, contractors, agents, suppliers and anyone else who may be at or near the Premier Aquatics Managed Facility when I am there (including other members, participants and customers of Premier Aquatics, and others who may be present at the Premier Aquatics Managed Facility while I am there).

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself and other who accompany me to the Premier Aquatics Managed Facility (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or those accompanying me may experience or incur in connection with being present at the Premier Aquatics Managed Facility (herein "Claims"). On my behalf, and those accompanying me, I hereby release, covenant not to sue, discharge, and hold harmless the Premier Aquatics, its employees, representatives, contractors, officers, owners, managers, agents, suppliers, customers and anyone else who may be at or near the Premier Aquatics Managed Facility when I am there, of and 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 related to a COVID-19 infection, whether such infection occurs before, during, or after appearing at the Premier Aquatics Managed Facility.

Adult Participant

(Print Name)

Signature: _____ Date: _____

Minor Participant

I, as parent/guardian with legal responsibility for this participant, a minor, and on the minor's behalf and on my behalf and on behalf of all other parents or guardians of the minor, I hereby accept the above assumption of risk and waiver of liability relating to Coronavirus/COVID-19 as an inducement for allowing my child, or this minor, to participate and use Premier Aquatics Managed Facility and activities associated therewith, and do hereby consent and agree to the terms stated above, for myself, my minor child/ward, my heirs, assigns, and next of kin. I hereby release and agree to indemnify and hold harmless Premier Aquatics, and its employees, representatives, contractors, officers, owners, managers, agents, suppliers, and customers, from any and all liabilities incident to my minor child/ward's involvement or participation in any use of the Premier Aquatics Managed Facility or related activities as provided above to the fullest extent permitted by law. I have discussed the inherent dangers of the Coronavirus/COVID-19 with my minor child/ward and my minor child/ward and I fully understand the risks involved.

(Print Name of Minor Participant)

(Print Name of Parent/Guardian)

Signature: _____ Date: _____



Fairlington Villages,
A Condominium Association

2021 SWIMMING POOL RESERVATION AND CHECK-IN PROCEDURES, RULES AND GUIDELINES FOR LIFEGUARDS

2021 Pool Reservation Procedures

1. A signed *Assumption of Risk Relating to Coronavirus/COVID19 Form* (attached) must be on file for each person to make a reservation. **This form only needs to be signed once.**
 - a. Adults must sign their own forms (page 1 of form).
 - b. Parents must sign the Parent or Guardian Additional Agreement (page 2 of form) if the children are under the age of 18.
2. Reservations open at 9 am on Wednesday for the following week starting on the next Tuesday. For example, on Wednesday June 2, reservations open for Tuesday June 8 through Monday June 14. Management will begin processing reservations in the order received.
3. Reservations cannot be made less than 24 hours before the requested date and time.
4. Each household is limited to three reservations per week.
5. Reservations are available for pre-defined areas of the pool and deck. The wading pool is one of the pre-defined pool and deck areas and requires a reservation. A reservation of two areas for the same date and time counts as two of the three allowed per week.
6. A pool and deck area can have up to five people.
7. The person reserving the pool and deck area must provide the names of all individuals accompanying them to the pool and deck area under the “description tab” when making the reservation. A signed *Assumption of Risk Relating to Coronavirus/COVID19 Form* must be on file for all individuals. No outside guests are allowed.
8. Reservations are for one hour time slots (45 minutes for pool time and a 15 minute break for lifeguard procedures). If you arrive late, for example 10:10 am, you will not have ten minutes added to your slot ending at 11 am.

2021 Pool Check-In Procedures

1. Fairlington IDs must be validated for 2021.
2. Sanitize your hands at arrival.
3. Complete the Virginia Department of Health (VDH) Health Form at the pool entrance.
4. Identify yourself and your pool deck area and show your 2021 ID to the lifeguard.
5. Follow the one-way walking path marked by arrows on the deck to locate your reserved area and to exit.

Attachment 2 – Pool Rules and Procedures

2021 Pool Rules

Each resident is required to submit his/her up-to-date resident Fairlington Villages ID Card to the pool lifeguard upon entering the pool area.

A "guest" is anyone not entitled to a Fairlington Villages ID Card and will NOT be permitted into the pool enclosure. The following are general guidelines for use of the pool:

1. An adult must accompany children under 10 years of age within the pool enclosure. If the child has not passed the swim test and cannot stand flatfooted with neck and head above the water, **the adult must be in the pool and within arms reach of the child at all times.** Parents or guardians are responsible for their children's safety and behavior. The lifeguard has many duties to perform and is not a baby-sitter.
2. Any child, unaccompanied by an adult, must pass a swim test. The test will include swimming the length or two widths of the pool (measured at the widest width) and treading water for one full minute in the deep end. The lifeguard will administer the test.
3. Family appropriate swimwear is required. No cut-offs.
4. Open wounds or serious injury shall be grounds for refusing entry to the pool enclosure.
5. Running and rough playing of any sort is prohibited.
6. Playing with a ball, Frisbee or aquatic toys in the pool area is allowed.
7. Wading pools are designed for children six years of age and younger. Children **must** be accompanied by a parent or guardian at all times at the wading pools.
8. Diapered babies must wear plastic pants.
9. The area around the lifeguard table shall remain free of patrons.
10. No diving is permitted.
11. Rafts of any type are not allowed. Pool noodles and personal flotation devices permitted only. The lifeguard must approve any flotation device.
12. Glass is not allowed in the general pool area. Beverages in cans, plastic bottles and paper or Styrofoam cups are allowed at Pools 1 – 5. Bottled water only is permitted at Pool 6.
13. **ALCOHOL IS PROHIBITED AT ALL POOLS.**
14. Patrons may use electronic devices if they are played through personal earphones.
15. No pets are permitted in the pool area.
16. No bicycles, roller blades or roller-skating are allowed in the pool area.
17. **SMOKING IS PROHIBITED AT ALL POOLS.**
18. The lifeguard and/or lifeguard supervisor may expel any resident or guest from the pool area for infraction of the rules or disorderly conduct.
19. Pool hours are posted at each pool. The lifeguard is required to clear the pool enclosure and lock the gates promptly at the posted closing time.

Guidelines for Lifeguards

The Association wishes to advise owners/residents of the following guidelines for the lifeguards. These rules have been instituted to enhance the safety of the residents in the pool area:

1. While swimmers are in the pool, the lifeguard should be properly attired in lifeguard uniform with rescue tube and supplies in the lifeguard kit within reach.
2. Lifeguards are required by law to clear the pool when they leave the pool area. Every hour the lifeguard must clear the pool for 15 minutes for required breaks, inspections of bathhouse and

Attachment 2 – Pool Rules and Procedures

- pump room, maintenance of equipment and to update logs as necessary. A break schedule is posted at each pool.
3. Lifeguards are required by law to clear the pool enclosure due to inclement weather involving thunder or lightning. The pool cannot reopen for a minimum of 30 minutes following the last audible or visual sign of thunder or lightning.
 4. Lifeguards may change position around the pool but must always position him/herself around the pool so the entire bottom of the pool can be viewed.
 5. Lifeguards are allowed to have personal radios at the pool at a **low** volume only.
 6. Each lifeguard has a whistle to alert swimmers of break times and to enforce pool rules (e.g., no running, no diving, non-swimmers must be in arms reach of an adult).
 7. Cell phones, computers/tablets or other communication devices are NOT permitted at the lifeguard table.
 8. Lifeguards are not permitted to leave the pool premises during their shifts and must stay within the pool enclosure during breaks.

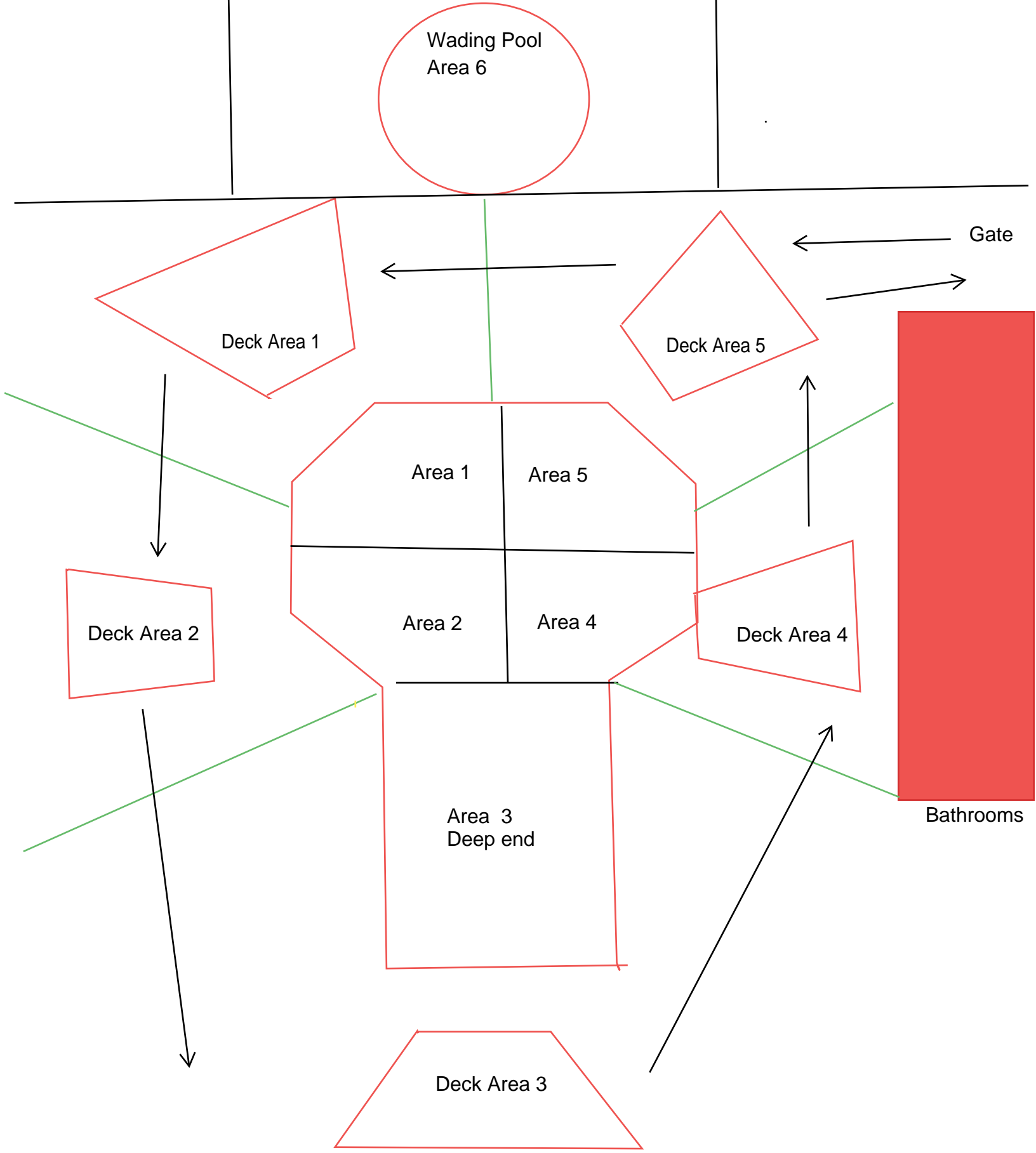
The addresses and phone numbers of the pools are as follows:

Pool #1 - 3055 S. Woodrow Street	#703/998-8401
Pool #2 - 3025 S. Buchanan Street	#703/998-8503
Pool #3 - 4709-B S. 29th Street	#703/998-8511
Pool #4 - 2848-B S. Buchanan Street	#703/998-8516
Pool #5 - 2985 S. Columbus Street	#703/998-8520
Pool #6 - 2920 S. Dinwiddie Street	#703/998-8528

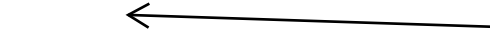
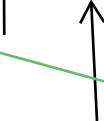
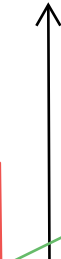
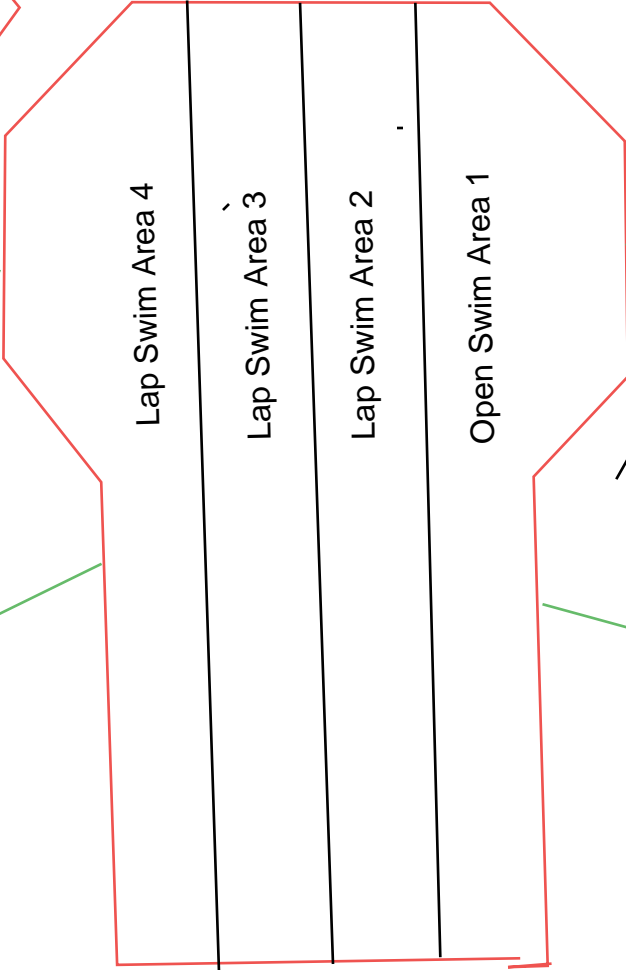
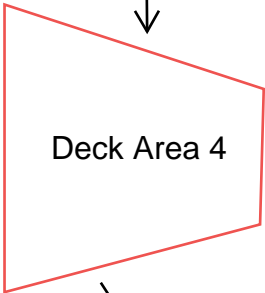
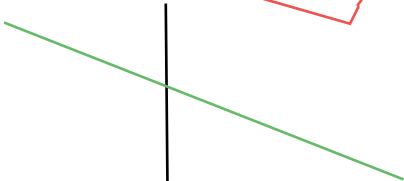
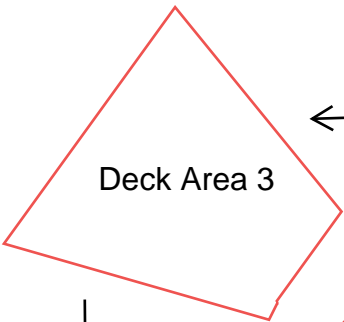
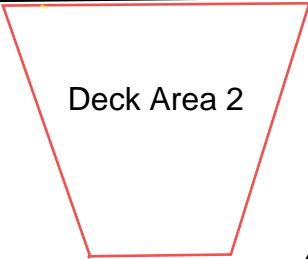
Fairlington Village

Attachment 3 - Pool Schedule and Hours as of April 7, 2021

POOL	Dates	Hours	Days	Hrs/ Day	Hours
Pool 1	May 29-June 13 Weekdays	2 pm-8 pm	9	6	54
	May 29-June 13 Weekends	11 am-7 pm	7	8	56
	June 14 - Sept.6 Weekdays	11 am-8 pm	60	9	540
	June 14 -Sept.6 Weekends	11 am-8 pm	25	9	225
					875
Pool 2	May 29-June 13 Weekdays	1 pm-8 pm	9	7	63
	May 29-June 13 Weekends	11 am -8 pm	7	9	63
	June 14 - Sept.19 Weekdays	11 am-8 pm	69	9	621
	June 14 - Sept. 19 Weekends	11 am-9pm	29	10	290
					1037
Pool 3	May 29-June 13 Weekdays	2 pm-8 pm	9	6	54
	May 29-June 13 Weekends	11 am-7 pm	7	8	56
	June 14 -Sept. 6 Weekdays	11 am-8 pm	60	9	540
	June 14 - Sept.6 Weekends	11 am-8 pm	25	9	225
					875
Pool 4	May 29-June 13 Weekdays	2 pm-8 pm	9	6	54
	May 29-June 13 Weekends	10 am-8 pm	7	10	70
	June 14 - Sept.6 Weekdays	10 am-8 pm	60	10	600
	June 14 - Sept 6 Weekends	10 am-8 pm	25	10	250
					974
Pool 5	May 29-June 13 Weekdays	2 pm-8 pm	9	6	54
	May 29-June 13 Weekends	11 am-7 pm	7	8	56
	June 14-Sept.6 Weekdays	11 am-8pm	60	9	540
	June 14 - Sept. 6 Weekends	11 am-8pm	25	9	225
					875
Pool 6	May 29-June 13 Weekdays	2 pm-8 pm	9	6	54
	May 29-June 13 Weekends	11 am-7 pm	7	8	56
	June 14 - Sept.6 Weekdays	11 am-8pm	60	9	540
	June 14 - Sept.6 Weekends	11 am-8pm	25	9	225
					875



Pool Reservation Map (3/9/21)
 (Black arrows indicate flow)
 POOL 1

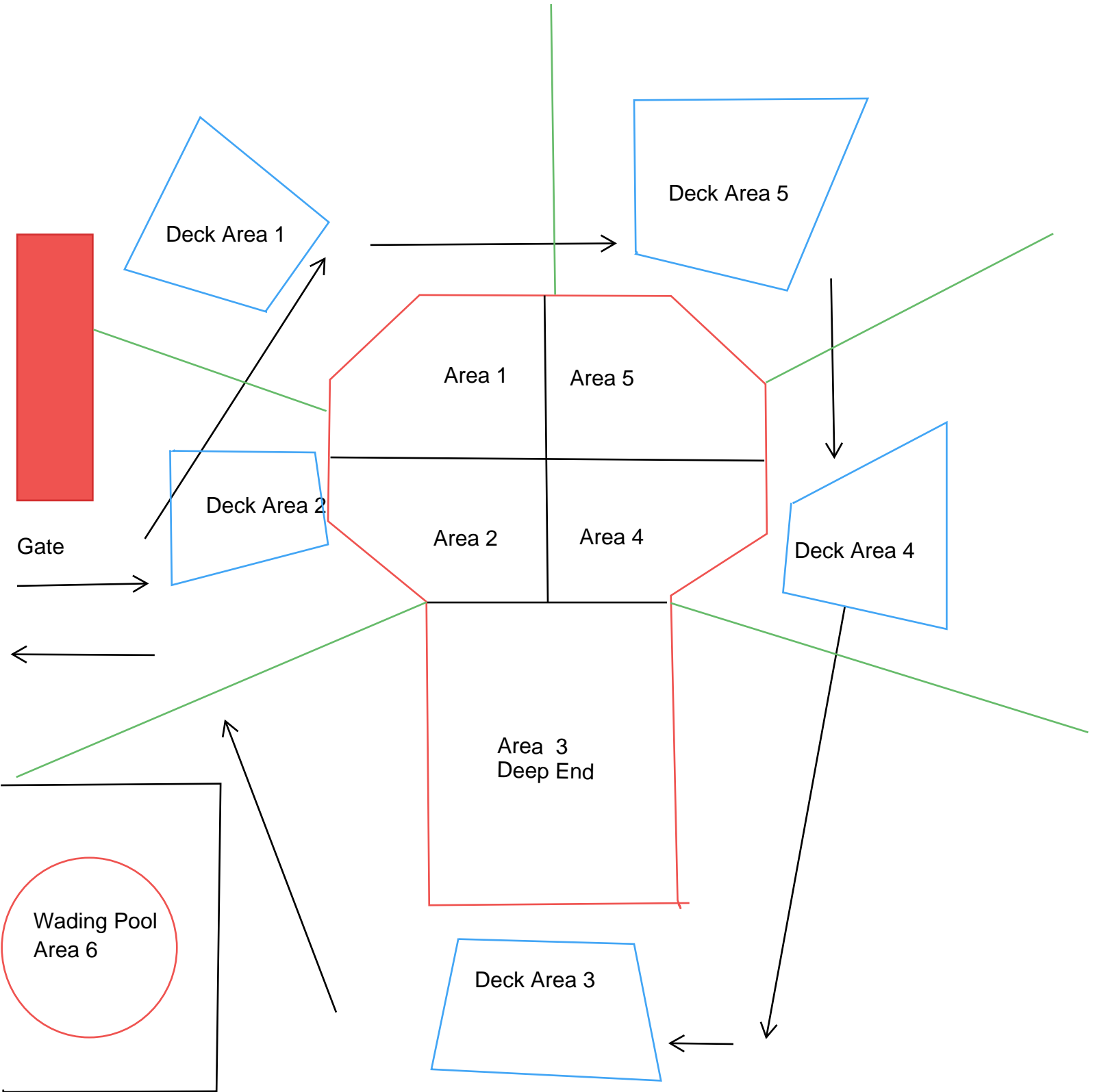


Bathrooms

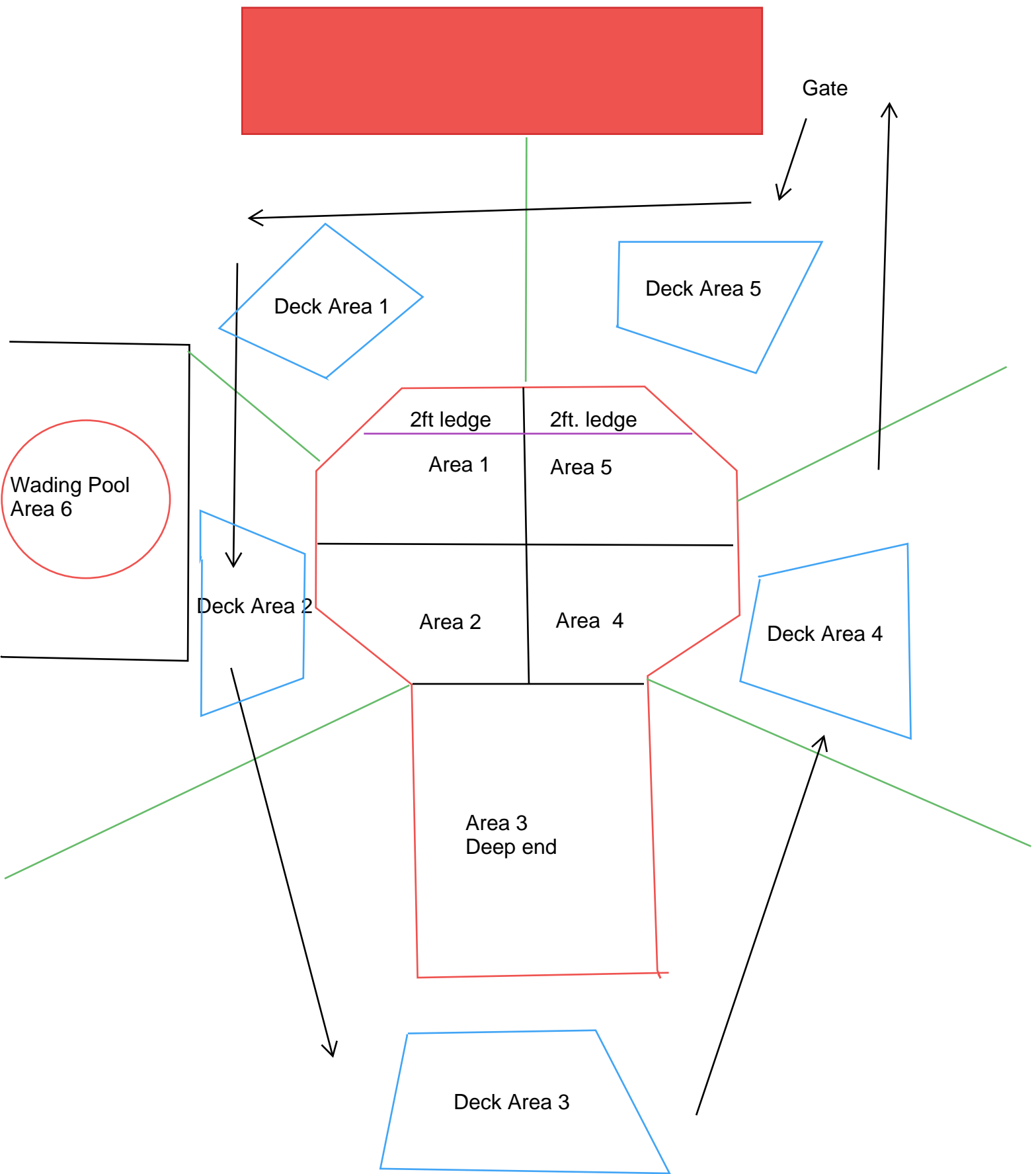


Gate

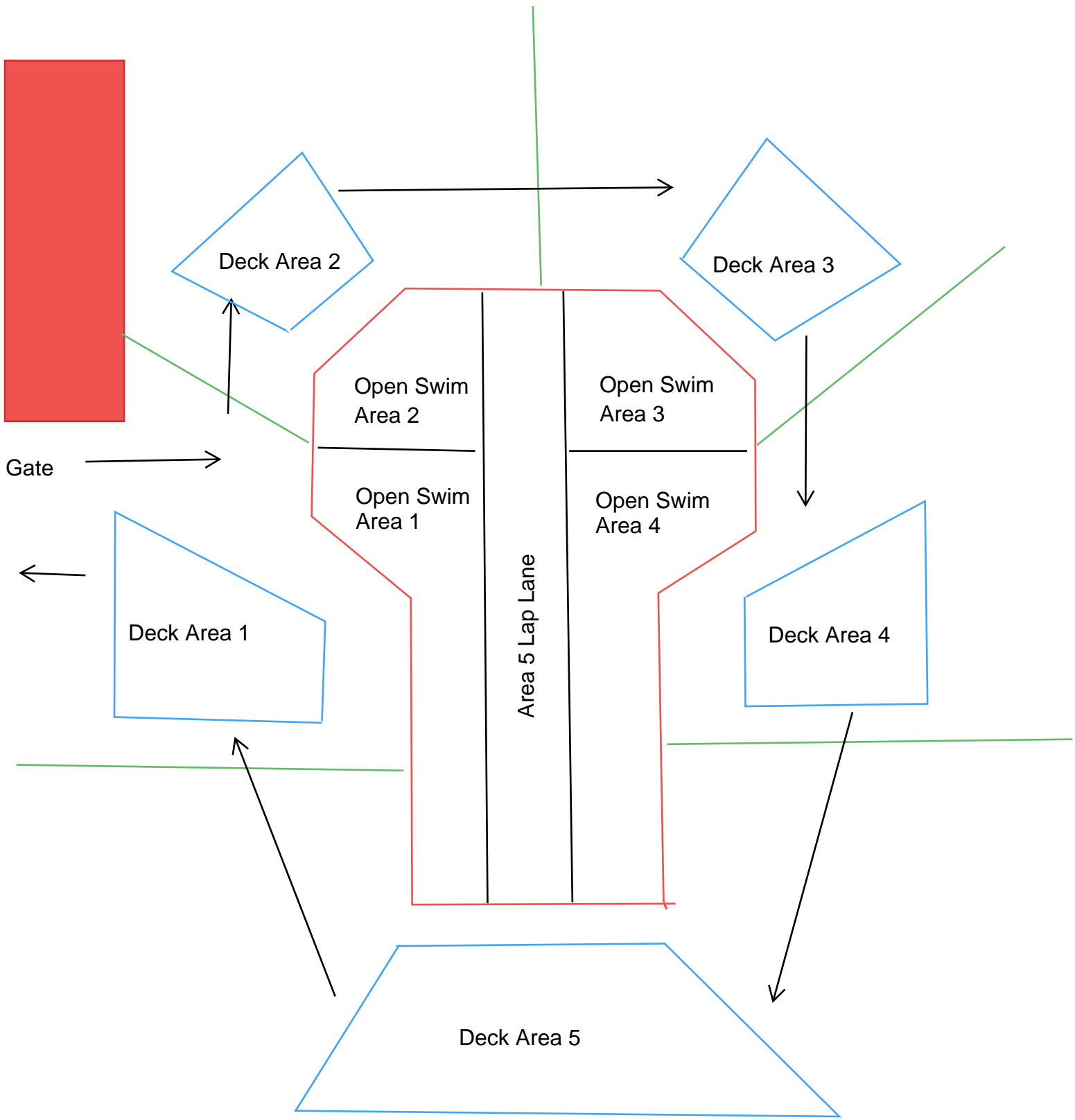
Pool Reservation Map
POOL 2



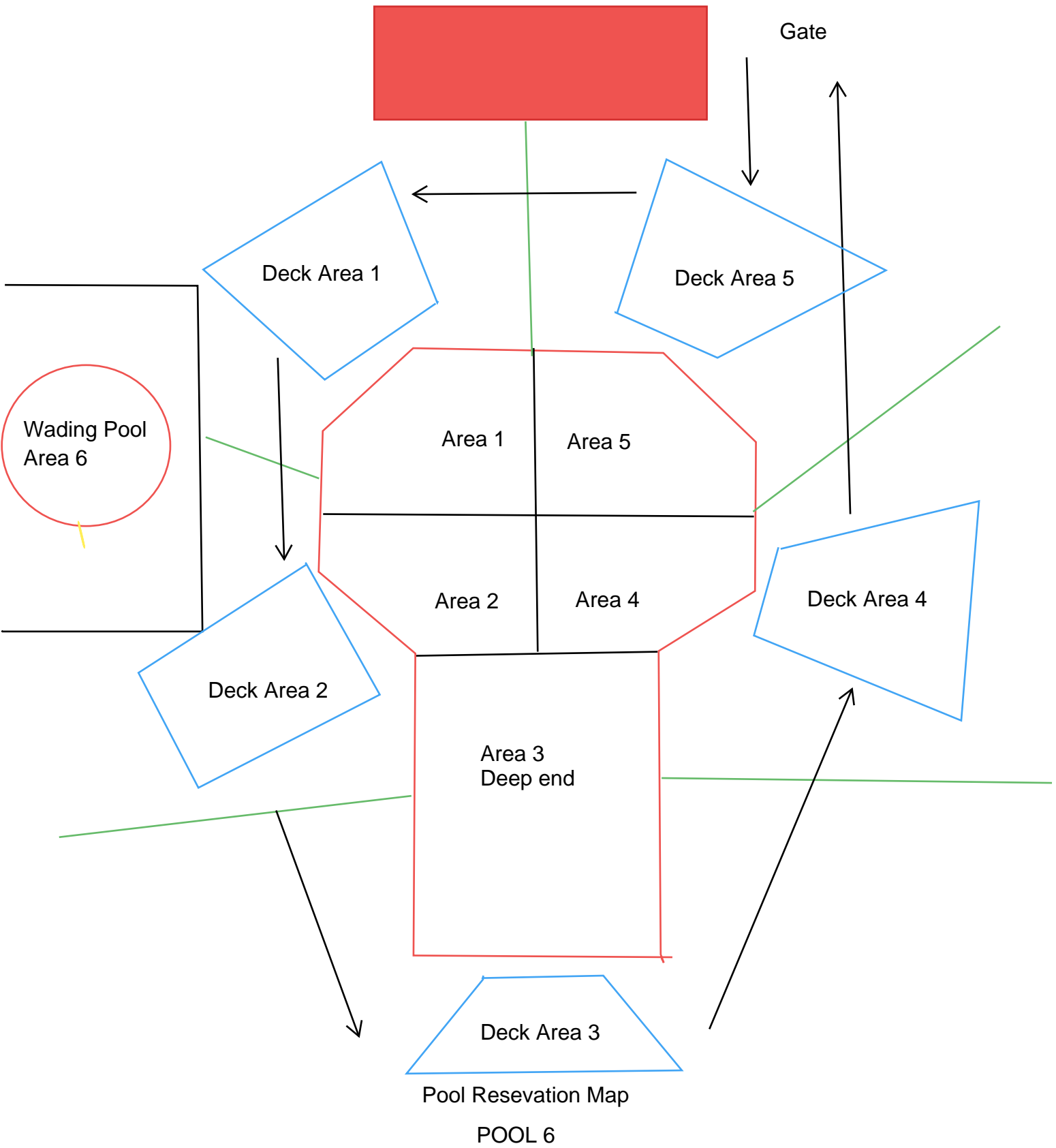
Pool Resevation Map
POOL 3



Pool Reservation Map
POOL 4



Pool Reservation Map
 POOL 5



Attachment 5 - 2021 Pool Season Estimated Additional Costs as of 4/1/2021

Supplies

Item
Handsanitizing stations and re-fills
Signs -social distance floor signs
Blue paint tape
Spray bottles
Latex Gloves
Gonzo disinfectant concentrate
Disinfectant spray foggers
Wipes
Office Supplies (pens, sign materials etc.)
Face shields
Rope anchors, ropes and buoys for 5 pools to designate swim areas(pool 5 has them)

Estimated Covid-19 Supplies \$ 7,867.00

Health and social distancing reminder signage will be made in-house from Virginia Department of Health examples.

Additional Summer labor estimates-5/24-9/6

Hours	Source
Mon.,Tue.,Wed.,Th,Fri. (3) hours per day	Summer staff
Saturday , Sunday (5) hours per day	Corporate Cleaning

Estimated Summer Labor Costs \$ 9,300.00

Fairlington In-house staff labor

Monday through Friday disinfect all 6 pools and 5 wading pools as well as bathrooms and all touch surfaces.

Estimated Supplies and Labor \$ 17,167.00

Premier Aquatics
Additional Hours per Attachment 5 (add 309 hours) \$3,862.50

Estimated Total Additional Costs **\$21,029.50**