

# Summer Break Swim Club Memberships 2021

	Summer Pricing (1/1/2021-7/15/21)	Late Season (after 7/15)
Summer Break Membership	\$125 <b>PER PERSON</b> first 4 members  \$50 each additional person.	\$100 <b>PER PERSON</b> for first 4 members.  \$50 each additional person.

**Please note the following:**

- \* Children age 0-2 are FREE **and must still be listed** on the membership.
- \* Primary member MUST be **18 years of age or older**. NO MINORS can have an individual membership.
- \* Guest Passes: 5 single use guest passes are INCLUDED with each family membership.  
Additional guest passes can be purchased (in advance on this form or at the door) for \$5 (only valid for 2021).  
Guests MUST be accompanied by a member at all times.
- \* Membership cards and guest passes are not mailed. Cards are picked up at the pool front desk your first visit.  
Please bring photo ID for pick up.

## MEMBERSHIP INFORMATION

**ALL fields below must be completed & form must be signed to finalize membership.**

	Name	Age as of 5/25/2021	Relationship to Member	Membership Fee
Primary Adult Member				\$
2nd Member				\$
3rd Member				\$
4th Member				\$
5th Member (\$50)				\$
6th Member (\$50)				\$
Additional Guest Passes	Number: _____ @ \$5			\$
Address:		City:		Zip:
Email:		Cell #: (     )     -		
<p><b><u>Make checks payable to:</u></b> <b>Summer Break Swim Club</b></p> <p><b>Mail forms and Payment to:</b> <b>Pyle's Pools</b> <b>6852 Hawthorn Park Drive</b> <b>Indianapolis, IN 46220</b></p>		<p><b>Check Payment Type:</b></p> <p><input type="checkbox"/> Cash</p> <p><input type="checkbox"/> Check check # _____</p> <p><input type="checkbox"/> Credit Card Last 4 digits on card _____</p>		<p><b>TOTAL:</b></p> <p style="text-align: center;">\$</p>

I, the undersigned and all family members listed on this form, acknowledge and understand that NO REFUNDS will be given. Each member MUST present a Membership Card and photo ID for entry. Membership Cards are not transferable and may only be used by the member. Summer Break is not responsible for lost or stolen items. I have received the COVID Waiver, the Pool Rules and the Rock Wall Waiver and understand all the terms of membership listed. My signature agrees I, the undersigned and all family members listed on this form to the terms and conditions listed and releases Pyles Pools and Summer Break LLC of any liability.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**For Office Use only:**      Date: \_\_\_\_\_      Amount: \$ \_\_\_\_\_      Initials \_\_\_\_\_

# Summer Break Pool Rules 2021

## **General Pool Rules**

1. No Smoking
2. No Glass Containers allowed inside the pool gate.
3. No food/drink at water's edge or in the water. Keep food near chairs, tables & concession area.
4. All persons using pool and pool area do so at their own risk and sole responsibility.
5. No one is allowed in the pool area unless a lifeguard is on duty.
6. The baby pool is for children under 6 years of age and must be accompanied by someone age 16 or older.
7. The shallow end of the pool is for parents with younger members and/or non-swimmers.
8. No diving in water under 5 feet deep. Diving only allowed in diving board area.
9. No floatation devices in the deep end (including rafts, puddle jumpers, arm bands, etc).
10. Children in diapers must wear a swim diaper. Swim diapers are sold in concession.
11. Only modest swimsuits may be worn. No street clothes in the pool.
12. Showers must be taken before entering the pool.
13. Persons having infectious diseases, open sores, bandages, cuts or recent vaccinations may not enter pool.
14. Anyone who has had diarrhea in the past 2 weeks shall not use the pool.
15. Inappropriate behavior including running, rough play, spitting, dunking, littering or foul language will not be tolerated and may result in expulsion from the pool. Parents will be contacted if behavior does not improve after issue is brought to an individual's attention by a lifeguard or staff member.
16. Lifeguard(s) or authorized personnel may close the pool because of weather or safety reasons and may remove any person as deemed necessary.
17. Lifeguard has the final say in all pool activities.
18. Incimate weather policy: 1) Rain must not be so heavy that lifeguards cannot see the bottom of the pool  
2) Thunder: 30 min delay of opening pool AFTER the most recently heard thunder. (May remain on pool grounds)  
3) Lightning: 1 hour delay of opening pool AFTER the most recently seen lightning. (Pool deck must be cleared)

## **Summer Break Policy/Procedures:**

1. Members under age 13 who have not passed a lifeguard administered swim test must be accompanied by a responsible guardian age 16 or older.
2. Members ages 10, 11 and 12 who have passed a lifeguard administered swim test and have a parent signature on file may come to the pool by themselves.
3. Adult swims are called the last 15 mins of the hour. Only adults age 18+ are allowed in the pool during adult swim.
4. Only pool members can purchase guest passes and must accompany guests during their entire visit.
5. Summer Break is not responsible for lost or stolen items.

## **Diving Board Rules**

1. Jump or dive straight off the board.
2. Only one bounce allowed.
3. Only one person on the board at a time.
4. Must wait for previous swimmer to get to the ladder before jumping off the board.
5. No flips, cartwheels, etc.
6. Nothing inward or backwards off the boards.
7. No hanging from the board.
8. Children must be able to go off the board alone (no floatation). Parents cannot catch children off the board.

## **Rock Wall Rules:**

1. All members received a copy of the rock wall waiver and agreed to the terms on their membership form.
2. Any age member may go on the rock wall if they can swim unassisted across the deep end to the rock wall.
3. Line is in front of the guard chair. Must be touching the wall.
4. One at a time on the rock wall.
5. Exit the water from the ladder closest to the rock wall.
6. Feet are not allowed to go to the highest rung of rock wall.
7. Do not lean over top of the rock wall.
8. Jump off the rock wall feet first (no flipping off the wall).
9. Rock wall & diving board may not be used at the same time. No wall during free swim. Lifeguards regulate this.
10. Must start to climb the wall from in the water (not from the edge of the pool).
11. Do not put feet on top footholds or hang over the top.
12. No one can climb on the rock wall wearing floatation devices or jump off the wall onto floatation.

## Summer Break and Gray Eagle Rock Climbing Wall Release and Waiver 2021

Everyone listed on my Family Membership with Summer Break Swim Club or Gray Eagle Swim Club, understands and agrees to the following terms contained in this instrument (“Release”), which include that my use and/or my children’s use of a certain rock climbing wall (“Wall”) within Summer Break Swim Club (“Summer Break”), located at the address commonly known as 8376 E 141st Street, Fishers, Indiana, or Gray Eagle Swim Club (“Gray Eagle”), located at 12101 Brooks School Road, Fishers, Indiana, or will expose me and/or my children to risk of injury or harm. Such risk includes, but is not limited to, injury from falling off the wall, injury from colliding against the Wall, and drowning.

Parent understands and agrees that rock climbing can be hazardous and/or involve hazardous conditions and may result in injury to Parent and/or Parent’s children, particularly given that the Wall is adjacent to the Summer Break and Gray Eagle pool and is designed for users to move from the designated portion of the Wall directly into the Summer Break or Gray Eagle pool without the use or availability of a harness or other rock climbing accessories. No form of preplanning can remove all dangers to which Parent and/or Parent’s children are exposing themselves through their use of the Wall.

By signing this Release, Parent represents that Parent is over eighteen (18) years of age, is fully competent, has no health or physical problems that will interfere with his/her use of the Wall, that his/her children that may use the Wall only if they pass the lifeguard administered swim test (swim unassisted across deep end to the Wall at Summer Break and swim from lifeguard chair to the Wall without touching the bottom at Gray Eagle) and have no health or physical problems that will interfere with their use of the Wall, and executes this Release for full, adequate, and complete consideration with full intention to be bound by this Release and for Parent’s children to be bound by this Release for the entire 2021 pool season.

By signing this Release, Parent understands and agrees/represents that Parent:

- A. is fully responsible for his/her own safety and the safety of Parent’s children while using the Wall, regardless of the presence of lifeguard(s);
- B. is fully responsible for becoming familiar with any and all rules and regulations concerning the use of the Wall and shall not violate any of said rules and regulations, in addition to any instruction made by Summer Break or Gray Eagle personnel with respect to the use of the Wall or the Summer Break or Gray Eagle pool;
- C. has been advised to obtain adequate health and accident insurance to cover any personal injury to Parent or Parent’s children, which may be sustained during the use of the Wall;
- D. fully assumes all risks associated with Parent’s or Parent’s children’s use of the Wall;
- E. is fully responsible for any loss, damage, or injury which may occur to Parent or Parent’s children, as a result of Parent’s or Parent’s children’s use of the Wall;
- F. in consideration for using the Wall, hereby releases, waives, discharges, and covenants not to sue Summer Break LLC, Gray Eagle LLC, Pyle Pools, Inc. a/k/a Pyle’s Pools, their principals, agents, representatives, affiliates, managers, officers, members, directors, employees, lifeguards, other volunteers, and successors and assigns (collectively “Releasees”) for/from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, costs, damage, or injury that may be sustained by Parent or Parent’s children, whether caused by Releasees’ negligence or otherwise; and
- G. has had the opportunity to inspect the Wall prior to using the Wall and/or prior to Parent’s children using the Wall;

By signing this Release, Parent agrees to indemnify and hold harmless the Releasees from any loss, liability, damage or costs, including court costs and attorneys’ fees, that may be incurred by any and all third parties, related to Parent’s use or Parent’s children’s use of the Wall, whether caused by negligence of Releasees or otherwise.

By signing this Release, Parent expressly intends that this Release shall bind Parent’s and Parent’s children’s heirs, assigns, and personal representatives, and shall be deemed to be a release, waiver, discharge, and covenant not to sue the Releasees. Parent agrees that this Release shall be construed in accordance with the laws of the State of Indiana.

By signing this Release, Parent acknowledges and represents that Parent has read everything herein, understands all terms contained herein, and signs this Release voluntarily as Parent’s own free act and deed on Parent’s behalf and on behalf of Parent’s children that may use the Wall. No oral representations, statements, or inducements, apart from the foregoing written agreement have been made.

**This is a copy for the member. Your signature complying with this agreement is on your membership application form. No signature necessary here.**

# **COVID WAIVER**

The World Health Organization has declared the novel Coronavirus (COVID-19) a worldwide pandemic. Due to its capacity to transmit from person-to-person through respiratory droplets, the government has set recommendations, guidelines, and some prohibitions which Pyles Pools (Both Summer Break Swim Club and Gray Eagle Swim Club) adheres to comply.

In consideration of my participation in the foregoing, the undersigned acknowledge and agree to the following:

- I am aware of the existence of the risk on my physical appearance to Summer Break Swim Club and/or Gray Eagle Swim Club and my participation may cause injury or illness such as, but not limited to Influenza, MRSA, or COVID-19 that may lead to paralysis or death.
- My family will not come to the pool if we have experienced symptoms of fever, fatigue, difficulty in breathing, or dry cough or exhibiting any other symptoms relating to COVID-19 or any communicable disease within the last 14 days.
- I have not, nor any member(s) of my household, traveled by sea or by air, internationally within the past 30 days.
- I did not, nor any member of my household, visit any any area within the United States that was reported to be highly affected by COVID-19, in the last 30 days.
- I have not been, nor any member(s) of my household, diagnosed to be infected of COVID-19 virus within the last 30 days.

Following the pronouncements above I hereby declare the following:

- I am fully and personally responsible for my own safety and that of all family members listed on my Membership Form and my guests and actions while and during my participation and I recognize that I may be in any case be at risk of contracting COVID-19.
- With full knowledge of the risks involved, I hereby release, waive, discharge Pyles Pools, its employees, independent contractors, affiliates, representatives, successors, and assigns from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me related to COVID-19 while participating in any activity while in, on, or around the premises or while using the facilities that may lead to unintentional exposure or harm due to COVID-19.
- I agree to indemnify, defend, and hold harmless Pyles Pools from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by or against any of the released party due to injury, loss, or death from or related to COVID-19.
- By signing below I acknowledge that I have read the foregoing Liability Release Waiver and understand its contents; that I am at least eighteen (18) years old and fully competent to give my consent; That I have been sufficiently informed of the risks involved and give my voluntary consent in signing it as my own free act and deed; that I give my voluntary consent in signing this Liability Release Waiver as my own free act and deed with full intention to be bound by the same, and free from any inducement or representation. I am signing as the primary member on the Membership and also signing on behalf of all other Members listed on my membership form. This waiver will remain effective until laws and mandates relevant to COVID-19 are lifted.

This is a copy for the member. Your signature complying with this agreement is on your membership application form. No signature necessary here.

# Summer Break Swim Club

6852 Hawthorn Park Drive  
Indianapolis, IN 46220  
317-288-5317

## One Time Credit Card Payment Authorization Form 2021

**Sign** and **complete** this form to authorize Summer Break Swim Club to make a one-time debit to your credit card listed below.

Name on Card	
Type of Card	_____ Visa    _____ MasterCard    _____ AMEX    _____ Discover
Account Number	
Expiration Date	
3 digit CVC on back of card	
Billing Address	
City, State	
Zip	
Phone Number	
Email	
Amount authorized to charge	\$ _____

I \_\_\_\_\_ authorize Summer Break Swim Club to charge my credit card  
(full name)

account indicated below for \$ \_\_\_\_\_ (plus a \$7.50 transaction fee) on or after \_\_\_\_\_.  
(amount) (date)

This payment is for \_\_\_\_\_.  
Pool Membership  
(description of goods/services)

By signing this form, you give us permission to debit your account for the amount indicated on or after the indicated date. This is permission for a single transaction only and does not provide authorization for any additional unrelated debits or credits to your account. I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only, and is valid for one time use only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_