



WELLINGTON CONDOMINIUM CORPORATION NO. 12 USE OF SWIMMING POOL FACILITIES – 2026

In the coming weeks, we will begin preparing the pool for opening. The maintenance team will clean the pool enclosure, remove the cover, and, if necessary, drain, clean, and refill the pool.

The pool is expected to open mid-to-late June, with the exact date to be confirmed. It will remain open until sometime in September. Updates will be posted on the condominium website.

POOL REGISTRATION

Please complete and return the attached registration form. Residents must register every year to have their pool card activated - this ensures that missing cards do not remain active. Details on how to submit the registration form are on the form itself. Please allow five business days for card activation.

WHAT YOU SHOULD KNOW

- Anyone who violates these rules may have their pool privileges revoked. Management may remove any person or close the pool if non-compliance creates an unsafe environment.
- A valid pool card is required for entry. Do not let others in. Each person must use their own card.
- All residents and guests must sign in upon entry.
- Children under 18 must be accompanied and supervised by an adult.
- Individuals of any age who lack bladder or bowel control must wear a swim diaper or an incontinence product designed for swimming.
- Appropriate swimwear is required. It must be clean, secure, safe for use in a pool, and suitable for a diverse, family-friendly setting.
- Lifesaving equipment is for emergencies only and must not be used for play.
- Inflatable objects are not permitted, except water wings and life jackets for children. These are allowed in the shallow end and only when an adult is in the water and within arm's reach.
- Lawn chairs are not permitted on the pool deck. Strollers are permitted under the shelter only.
- Guests are allowed under the following conditions:
 - Residents must remain with their guests, who must leave when the resident leaves.
 - Maximum of 4 guests per unit, subject to capacity.
 - Residents are responsible for their guests' actions.
- The following are not permitted in the pool area:
 - Diving, running, pushing, or horseplay
 - Photography
 - Inappropriate language or behaviour
 - Parties or large gatherings
 - Dogs or other animals
 - Food, alcohol, or glass containers
 - Smoking or vaping in the pool area or within 3 metres of it
- The pump house is off-limits at all times.
- The pool must not be used during a thunderstorm or for 30 minutes afterward.
- Maximum capacity is 30 people. If others are waiting, please limit your time.



WELLINGTON CONDOMINIUM CORPORATION #12 POOL REGISTRATION – 2026

Unit Number _____ Pool Card Number _____

Name	Age	Date of Birth



All people listed above on this form must reside within your unit at 49 Rhonda Road.

Pool cards will not be activated until we have received your registration form and waiver in its entirety, including signatures. Please allow five business days for activation.

Please see the picture to the left to determine the location of your pool card number. If the number on your card has worn off, please indicate that on your form.

Forms can be dropped off at, or mailed to, Five Rivers Property Management Group at 28 Bett Court in Guelph or emailed to kelly@fiveriverspm.ca.

If you have misplaced your pool card, please contact the Five Rivers Property Management Group to get a new card for a fee of \$50.00.

I have read the information on this form and the pool rules provided in this package and I verify that the information I have provided is correct and complete and I am aware that there will be a \$50.00 charge for replacement of my pool card.

Name: _____ Signature: _____ Date: _____



ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Whereas Wellington Condominium Corporation No. 12 (the “Corporation”) contains a pool for use by residents and owners.

Whereas I wish to use the pool and take my family and/or guests to the pool.

Whereas I understand the pool does not have a lifeguard or other person responsible for supervising swimmers.

Now therefore, I, for myself, my personal representatives, assigns, heirs, and next of kin, agree as follows:

1. Compliance with Rules

I agree to follow any rules created by the Corporation with respect to the use of the pool, including the pool registration form and the rules posted by the pool. I acknowledge that I have read the rules and agree to follow them.

I understand that the Corporation is permitting me to use the pool on the condition that I comply with any rules in place at the time of my use of the pool and that if I fail to comply with said rules the Corporation may revoke its permission and prohibit my use of the pool.

2. Assumption of Risk

I acknowledge and agree that there is a risk of injury (including serious injury and death) from using the pool, as well as social and economic losses (“risks”), and these risks may be caused by my own actions or inactions, the actions or inactions of other users of the pool, the condition of the pool, or the negligence of the Corporation, and I knowingly and voluntarily accept and assume all such risks, and all other risks and dangers that could arise out of, or occur during, my use of the pool.

I acknowledge, agree, and represent that I am in good health, in proper physical condition to use the pool, and can swim independently without supervision.

I further agree that if at any time I believe the conditions to be unsafe, due to the condition of the pool or my own personal circumstances, I will immediately discontinue my use of the pool and immediately inform the Corporation.

3. Release of Liability, Waiver of Claims, and Indemnity

In consideration of the Corporation allowing me to use the pool, I agree:

a) **to waive any and all claims** that I have or may have in the future against the Corporation and its directors, officers, employees, agents, and contractors, and the other owners and residents (the “Releasees”) as a result of my use of the pool.

b) **to discharge, covenant not to sue, and to indemnify, save and hold harmless** the Releasees from any and all liability from any loss, damage, injury or expense that I may suffer, or that my next of kin or others may suffer as a result of my use of the pool whatsoever, and to indemnify, save and hold harmless the Releasees from any litigation expenses, lawyer fees, loss, liability, damage or cost which any and all of them may incur if, despite this document, I or anyone on my behalf, makes any claim against any of the Releasees.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY 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 THE AGREEMENT IS HELD TO BE INVALID, THE BALANCE SHALL CONTINUE IN FULL FORCE AND EFFECT.

[If applicable] On behalf of my guests, children, or other minors for which I am responsible, I also assume all risks described in Paragraph 2, hereby waive any claims on their behalf as described in Paragraph 3(a) above and agree to indemnify the Releasees as described in Paragraph 3(b). I will also ensure that they comply with all rules as described in Paragraph 1.

Dated the ____ day of _____, 2026.

Unit Number _____

Name of resident/owner

Signature of resident/owner

Name of resident/owner

Signature of resident/owner