

CHERRY CREEK VISTA PARK & RECREATION DISTRICT

2023 Facility Rules

MPM is committed to the health and wellbeing of all patrons and employees. We will adhere to all guidance provided by the State of Colorado and County Health Department. The following is the operational plan for CherryCreek Vista Park & Recreation District.



CONTACTS

Pool Desk Office – ph. (303) 770-4295

MPM Recreation (Pool Management Company)

Matt Mundy – (720) 201-1758

email: matt.mundy@mpmrecreation.com

JC Chambers – (303) 884-2142

email: jc.chambers@mpmrecreation.com

www.mpmrecreation.com

Circuit Rider of Colorado, LLC (District Manager)

(303) 482-1002

email: info@ccrider.us

2023 Calendar

POOL HOURS:

Please refer to District website for the Pool Hours
www.ccvprd.org

TENNIS COURT HOURS:

DAILY 7:30 a.m. to dark

Membership and Guest Fees

For 2023 Membership and Guest fees, please refer to website at <http://www.ccvprd.org>

Notes:

- Adult membership: Maximum two adults and their full-time resident legal dependents at the same address.
- Children ages two (2) and under are admitted free with member or paying guest.
- Limit of one Caregiver/Nanny Pass per household. Individual must be at least 16 years of age. Caregiver/Nanny passes may only be purchased in conjunction with a Family membership.

Register on-line at <http://www.ccvprd.org> and pay by credit card.

ACCEPTED DOCUMENTS FOR PROOF OF RESIDENCY

In order to qualify for the in-district rate we require one of the following documents. Photo identification, such as a driver's license, may be required to prove identity, but in and of itself is not proof of residency. The following documents are acceptable for proof of residency in Cherry Creek Vista Park & Recreation District:

- ❖ Warranty Deed
- ❖ Settlement Statement from Closing (within 90 days of closing)
- ❖ Current Arapahoe County Tax Notice
- ❖ Current Rental Agreement (if renting)
- ❖ Current Utility Bill with name and address

Membership fees will not be pro-rated except under the following circumstances: Families who move into the District after June 30 may pay a pro-rated portion of the fee for the year. Residents who move out of the District during a period for which they have paid a membership fee have the option of either retaining their use privileges or transferring them to the new residents of their former property.

There is no refund for any unused fees or for any membership forfeited or terminated. A temporary or permanent pool or facility closure beyond the control of the Board of Directors will NOT result in the refund of any fees.

Waiver

All individuals who sign up for a membership must sign the District's "Facilities and Use Release and Waiver" ("Waiver") during the membership registration process.

Rules and Regulations

SWIMMING POOL RULES:

These Rules and Regulations are designed to promote the safety of members and guests and provide forefficient operations and maintenance of the Cherry Creek Vista Pool, Tennis Courts, and surrounding facilities.

Please follow the directives of the pool staff regarding check in, and time and space availability.

The Cherry Creek Vista Park & Recreation District has an agreement with M.P.M. Recreation, a professional pool management company, for the use of the swimming pools and swimming instruction.

All users must understand and adhere to the following:

- Entering the pool facility may risk exposure to the novel coronavirus and contracting COVID-19, which may result in infection, injury, death or economic losses.
- ATTENDANCE AND SWIMMING ARE AT YOUR OWN RISK.
- Anyone who has tested positive for COVID-19, is experiencing COVID-19/flu symptoms, a fever greater than 100.4 degrees Fahrenheit and/or been exposed to someone who has been diagnosed with COVID-19 in the past 14 days is not allowed in the pool facility.
- Everyone is encouraged to wear masks or other face coverings when arriving, leaving, or sitting at the pool.
- Swimmers not living in the same household should stay at least 6 feet apart during recreational swim.
- No swimming unless lifeguards are on duty.
- Access to Pool area through main entry gate only. Members must make a reservation
- **NO GLASS CONTAINERS.**

- Obey the lifeguards at all times. No unnecessary conversation with the lifeguards. The lifeguards have complete control over all activities in the Pool area, and their instructions must be obeyed or membership privileges may be lost or suspended.
- Unacceptable behavior could result in the offender being asked to leave the Pool area for the rest of the day. Pool privileges may be suspended for up to 48 hours by the lifeguards, and for longer periods by the Manager, for infractions of Pool Rules and Regulations.
- No conduct detrimental to safety. No running, pushing, dunking or roughhousing. No spitting or throwing of water. Diving only permitted in designated areas.
- No climbing, hanging, or pulling on water features or safety devices except for appropriate use of access ladders.
- No foul, abusive or excessively loud language permitted.
- No smoking. Smoking or use of other tobacco products is not permitted anywhere within the property and grounds of the Pool Facility at any time.
- Alcohol may only be permitted during private events. See Manager or the "Private Parties and Facility Rentals" section of these Rules & Regulations for details. The Manager has the right to remove anyone from the Pool Facility who appears to be intoxicated or otherwise behaving in ways detrimental to the safety and enjoyment of other users.
- Food is not permitted in or near the Pools. All waste must be disposed of properly.
- No Pets except service animals (i.e. guide dogs to assist hearing or sight impaired individuals). Pets may not be left outside the facility unattended at any time. All pets must remain on-leash at all times.
- No bicycles, skateboards, roller skates, roller blades, hee-lies or similar products allowed in the Pool or Tennis Court areas. All bicycles must be parked in appropriate areas. Strollers may be brought into the Pool area and must be wheel-locked when unattended.
- All swimmers must shower before entering pool. Swimmers must remove all medical or related trans-dermal patches before entering Pool. No person having an infectious or communicable disease or open wound is permitted in the Pool.
- Proper attire is required at all times. Swimmers must wear swim suits. No cut-offs may be worn into the Pool.
- **Children not toilet trained must wear a SWIM diaper while in the water.** No plastic disposable or cloth diapers are permitted in the Pool.
- During regular Pool hours, the pool will be cleared every hour for a ten (10) minute period for a cleaning break.

- Use of swim team starting blocks is prohibited unless instructed by a certified instructor or swim coach.
- Lifeguards are not babysitters. Please attend to your young child or infant at all times.
- Children under 11 must be accompanied by an adult or responsible baby-sitter 16 years or older. If the lifeguard determines the baby-sitter is not supervising the child satisfactorily, both will be asked to leave.
- Small floating toys, rafts, rings, tubes or boards are allowed in the Pool if not detrimental to safety and may be prohibited at the discretion of the lifeguards. ANY INFANT, TODDLER OR CHILD UNABLE TO SWIM MUST BE IN DIRECT CONTACT WITH AN ADULT IN THE WATER WHEN USING FLOTATION DEVICES. Large rafts, boats, etc. are not allowed in the Pool at any time. Hard balls, such as tennis balls, may not be brought into the Pool area.
- Radios must be played so as not to be offensive to others. The lifeguards will determine acceptable volume levels. Failure to comply will result in loss of Pool privileges.
- Users of the Pool shall be responsible for damage to property of the District caused by their family and/or guests.
- High amperage/high voltage and other plugged-in electrical devices must be kept away from the pool areas. Not responsible for damages to equipment or personal items brought in the Pool area.
- The Manager, the District, and other representatives are not responsible for lost or stolen articles or damages to any personal items.
- Refer to pool hours for dates and hours of operation.

ENFORCEMENT OF GUIDELINES AND RULES

The first responsibility of the Manager and lifeguards is to ensure the safety of Pool users.

Manager and lifeguards have the discretionary power to ask that any person using Pool area who causes a disruption, any person who ignores requests to follow the rules and/or any person who is abusive to the staff may be requested to immediately leave the Pool area. Pool privileges and identification cards may be suspended or revoked for infraction of the rules.

CLOSING POOL FOR SAFETY REASONS

The Manager and Lifeguards have a responsibility to close the Pool when they see or detect lightning, no matter what apparent distance away it might be. A lightning sensor is employed at the Pool Facility. After spotting or detecting lightning, the Pool and the deck will be cleared until the Manager determines it is safe to re-open, a minimum of 20 minutes.

POOL HYGIENE

Children who are not toilet trained must wear swim diapers. No disposable or cloth diapers are allowed in the Pool. Because of State Health Department Rules, if an accident occurs and feces are in the Pool water, the Pool will be shut down until safety regulations are satisfied.

Swim diapers will be available from the Pool office for a nominal charge. All swimmers must shower before entering the Pool. All medical or related transdermal patches must be removed before entering Pool. No person having an infectious or communicable disease or open wound is permitted in the Pool. Proper swimming attire is required - swim suits only. No cut-offs may be worn into the Pool.

TENNIS COURT RULES:

Tennis courts are available to all residents and pool members. Keys may be purchased from the Pool management or via the CivicRec portal.

DO NOT PLAY IF YOU ARE EXHIBITING ANY SYMPTOMS OF THE CORONAVIRUS, PLEASE STAY HOME. IT IS CRUCIAL THAT ALL PARTICIPANTS FOLLOW THE NEW PROCEDURES SO THAT OUR FACILITIES CAN REMAIN OPEN.

GROUP RESTRICTIONS

- Groups of four or less per court; or
- Only groups of those from your own household are permitted to play together at one time.

USTA RECOMMENDATIONS

PREPARING TO PLAY

- Wash your hands with a disinfectant soap and water (for 20 seconds or longer), or use a handsanitizer if soap and water are not readily available, before going to the court.
- Clean and wipe down your equipment, including racquets and water bottles. Do not share racquets or any other equipment such as wristbands, grips, hats and towels.
- Use new balls and a new grip, if possible.
- Consider taking extra precautions such as wearing gloves and masks.
- If you need to sneeze or cough, do so into a tissue or upper sleeve.
- Avoid touching court gates, fences, benches if you can.

WHEN PLAYING

- Try to stay at least six feet apart from other players. Do not make physical contact with them (such as shaking hands or a high five).

- Avoid touching your face after handling a ball, racquet or other equipment. Wash your hands promptly if you have touched your eyes, nose or mouth.
- Stay on your side of court. Avoid changing ends of the court.
- Remain apart from other players when taking a break.
- If a ball from another court comes to you, send it back with a kick or with your racquet.
- **Courts maybe used by residents of Cherry Creek Vista Park & Recreation District, non-resident pool members, and their accompanied guests only.**
- Courts are for tennis only. All other activities are prohibited.
- White-soled shoes only. No black soles.
- Tennis instruction by written permission from the District Manager only.
- Approved instructional programs and scheduled league use are guaranteed priority court time and play.
- No glass containers or smoking permitted.
- No propping open of tennis gates, especially with trash cans or other court amenities.
- Dispose of waste properly.
- To report maintenance issues contact the Pool office manager or the District Manager.
- Locks shall be changed annually the first week of June.
- Initial purchase of tennis key is \$24 for resident members and \$64 for non-resident members.
- Rates are subject to change, refer to District website.
- Keys from previous seasons may be returned for a \$15 rebate on the purchase of a key for the current season.
- **Keys may not be duplicated, loaned, or borrowed.** Violators may lose tennis privileges.

AFTER PLAYING

- Leave the court as soon as reasonably possible.
- Wash your hands thoroughly or use a hand sanitizer after coming off the court.
- No extra-curricular or social activity should take place during this time.
- No congregation after playing.

PLEASE CHECK THE DISTRICT'S WEBSITE: www.ccvprd.org

Additional rules and regulations may be added at any time without notice at the discretion of the Cherry Creek Vista Park & Recreation District.

Lesson Programs

SWIM LESSONS

Group swimming lessons are available via CivicRec portal.

TENNIS LESSONS

The Cherry Creek Vista Parks and Recreation District has an agreement with a tennis professional, for use of the tennis court and tennis instruction. Paid lessons given by any others are strictly prohibited.

Cherry Creek Vista Parks and Recreation District, offers tennis instruction in a variety of formats. Instruction is provided via the tennis professional.

Parties and Facility Rentals

Please review CivicRec portal for updated Party and Facility Rental options.

SWIM TEAM

The Cherry Creek Vista “Viking” Swim Team is a neighborhood fixture. Children and youth learn about stroke techniques, race strategies, and the importance of being part of a team—all in a comfortable community setting.

In order to become a “Viking”, the member’s family must have paid its Cherry Creek Vista Parks and Recreation District dues in full (as stipulated in “Membership”). To be eligible for the Swim Team, children must be between the ages of 5 and 18. Further, 5- and 6-year-olds must demonstrate for a coach their ability to swim the length of the pool unassisted. Nonresidents who were on the Swim Team last year or who had a sibling on the Swim Team last year are eligible to join again this year. All other nonresident pool members may join the Swim Team on a space-available basis.

For more information on the Swim Team, and specific contacts, please refer to the “Vikings” Website at <https://ccvswim.swimtopia.com/>

**Cherry Creek Vista Park and Recreation
District
USER AGREEMENT, WAIVER OF LIABILITY,
ASSUMPTION OF RISK, RELEASE AND
INDEMNIFICATION**

In consideration of access to and use of the facilities, equipment, services, programs, premises, events and/or activities which may occur on or about the premises of the Cherry Creek Vista Park and Recreation District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), its directors, agents, officers, managers, volunteers, employees, consultants, subcontractors (which includes, but is not limited to MPM Recreation & Management, Inc., and its respective officers, directors, employees, contractors, agents, and representatives) successors and assigns (herein collectively referred to as "Releasees"), I hereby agree, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

- I hereby acknowledge, understand and assume all risk of injury and potential dangers arising from the conditions and use of the District's facilities, equipment, services, programs, premises, events and/or activities which may occur on or about the District's premises. Furthermore, I hereby acknowledge that the risks include, among other things: drowning; ice; slipping and falling; tripping; collision with fixed objects or people; the exposure to insects; sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps; strains, sprains, broken bones and musculoskeletal injuries including head, neck, and back injuries; bumps, scratches, cuts and/or lacerations, abrasions, and bruises; cardiac related illness; drowning, permanent disability or death, damage to personal property; exposure to inclement weather, insect or animal bites, exposure to and infection of diseases including COVID-19, and severe social and economic losses, which might result from your action, inaction, the negligence of others, the rules of play, or the condition of the Facilities or any equipment used thereon; the negligence of other persons who may be present; equipment failure or operator error; my own physical condition, and physical exertion associated with activity.
- You agree that you understand (a) the contagious nature of COVID-19; (b) the possibility of transmission of COVID-19 by breath, physical contact with other persons, and physical contact with objects, structure, and persons within the Facilities; and (c) that such exposure or infection may result in personal injury, illness, economic loss, permanent liability, or death. You agree that you understand the risk of being exposed to or infected by COVID-19 as a result, directly or indirectly, of your participation and/or your child/ward's participation in any Recreational Activity or use of the Facilities.
- I acknowledge and understand that included within the scope of this waiver and release is any cause of action arising from the performance or failure, negligent or otherwise, to perform construction, operation, maintenance, inspection, supervision or control of the District's facilities, equipment, services, programs and/or premises and/or from the failure to warn of dangerous conditions existing at the District's facilities, equipment, services, programs and/or premises.
- I hereby voluntarily relinquish, discharge, waive, and release the Releasees from any and all known and unknown injuries, loss, claims, demands, causes of action, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and attorney's fees, of whatsoever kind or nature occurring to me and/or the Minor identified below, or to anyone else, by whomever or wherever made or presented, caused by, resulting from, or in any way arising out of, or alleged to arise out of, directly or indirectly, in whole or in part, my presence at or use of the District's facilities, equipment, services, programs, premises, events and/or activities which may occur on or about the District's premises, including, but not limited to, injury or damages caused by negligence or omission on the part of Releasees.

- I hereby voluntarily agree to forever defend, indemnify, and hold harmless the Releasees from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs and expenses (including reasonable attorneys' fees) and liabilities, of, by or with respect to third parties ("Any Claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of myself and/or the Minor in connection with my presence at or use of the District's facilities, equipment, services, programs, premises, events and/or activities which may occur on or about the District's premises, including, without limitation, Any Claims which cause or allow to continue a condition or event which deprives the District or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S.
- Should Releasees, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- I hereby certify that I have adequate insurance to cover any injury or damage I may cause or suffer, or I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
- In the event that I file a lawsuit against Releasees, I agree to do so solely in the state of Colorado, and further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.
- I hereby agree to abide by all rules and regulations of the District as they may be amended from time to time, whether posted or not. You agree that you understand that failure to comply with any rules and/or policies provided by the District, including scheduling and safety policies, as may be amended, for the Facilities may result in revocation of my privilege to participate in the Recreational Activities, revocation of membership without refund, and/or legal action against me.
- This Agreement and the rules and regulations of the District, as adopted and amended from time to time, set forth the entire Agreement between the Releasees and me regarding liability. I have not relied on any representations made by or on behalf of the Releasees regarding this Agreement. Nothing herein shall be deemed a waiver of the rights, privileges and limits on liability provided to the District by the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S.

I HAVE HAD SUFFICIENT TIME AND OPPORTUNITY TO READ THIS AGREEMENT. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS. I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AGREE TO BE BOUND BY ITS TERMS, AND VOLUNTARILY SIGN THIS AGREEMENT WITH CHERRY CREEK VISTA PARK AND RECREATION DISTRICT.