

# **FINS UP BEACH CLUB**

## **RULES AND REGULATIONS**

# TABLE OF CONTENTS

Preamble .....	1
General Club Rules .....	1
Membership Cards .....	3
Member Dues and Charges .....	3
Contact Information .....	4
Membership Correspondence .....	4
Club Services and Activities .....	5
Discipline .....	5
Loss or Destruction of Property or Instances of Personal Injury .....	6
Children .....	7
Attire .....	7
Guest Privileges .....	7
Day Guests .....	7
Houseguests .....	8
Rental Guests .....	9
General Pool Rules .....	9
Lockers .....	11
General Fitness Rules .....	11
Children's Activity Center .....	12

Amended October 2018

## **PREAMBLE**

These Rules and Regulations for Fins Up Beach Club (the "Club") are intended to be a guide to the use of the Facilities referenced in the Membership Plan. They are not intended to deal with all conceivable issues that may be presented for governance. These Rules and Regulations are established by the Club to protect the Facilities and to promote the health, safety, welfare and enjoyment of the members, their families and guests and all other persons using the Facilities. The Club is committed to providing all members and their guests with an enjoyable club experience. To uphold these standards, members and guests are expected to act in a manner consistent with good taste. The Club may amend these Rules and Regulations from time to time as it determines appropriate in its sole and absolute discretion. Where these Rules and Regulations refer to the Club taking action or having certain rights, Rolling Oaks Club, LLC, a Delaware limited liability company (the "Company"), doing business as the Club, shall have the right to take such action and shall have such rights. Where this Membership Plan gives the Company or Club the right to make a determination or take action, such determination or action may be done in the Company's sole and absolute discretion. Capitalized terms that are not defined herein shall have the meaning ascribed to them in the Membership Plan.

## **GENERAL CLUB RULES**

1. Members, their families and their guests shall abide by all rules and regulations of the Club as they may be amended from time to time.
2. The Facilities shall be open on the days and during the hours as may be established by the Club. Areas of the Club may also be closed for scheduled maintenance and repairs.
3. Performance by entertainers will be permitted on the Facilities only with the permission of the Club.
4. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by state or local law. The Club reserves the right to refuse service to a member or guest when that member or guest appears to be intoxicated.
5. All food and beverages consumed on the Facilities must be furnished by the Club or Hotel unless otherwise permitted.
6. Employees are permitted to deliver food or alcoholic beverages to locations away from the immediate area of the clubhouse or other designated areas of the Club only with the permission of the Club.
7. Commercial advertisements shall not be posted or circulated in the Club nor shall solicitations of any kind be made on the Facilities or upon the Club's stationery without the prior approval of the Club. Other than as permitted in writing by the Club, no petition shall be originated, solicited, circulated or posted on Club property.
8. Members shall not use the roster or list of members of the Club for solicitation or commercial purposes or distribute the roster to anyone other than a member.

9. It is contrary to the Club's policy to have its facilities used for functions or fund-raising efforts for the benefit of a political cause, except as specifically permitted by the Club. The Facilities shall not be used in connection with organized religious services or other activities except as may be approved by the Club.

10. Members should not request special personal services from employees of the Club who are on duty other than pursuant to the Club's concierge program or the personal use of the Club's furnishings or equipment which are not ordinarily available for use by members.

11. Dogs or other pets (with the exception of those assisting persons with disabilities) are not permitted on the Facilities, except with the permission of the Club. Where dogs are permitted on the grounds, they must be on a leash. Members are responsible for damage caused by an animal owned by the member or under the member's control.

12. All complaints, criticisms or suggestions of any kind relating to any of the operations of the Club or its employees must be in writing, signed and addressed to the Club Manager and emailed to [Membership@FinsUpBeach.Club](mailto:Membership@FinsUpBeach.Club).

13. Members and their guests may not abuse any of the Club's employees, verbally or otherwise. All service employees of the Club are under the supervision of the Club Manager and no member or guest shall reprimand or discipline any employee, nor shall a member request an employee to leave the Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to the management of the Club immediately.

14. Self-parking is permitted in areas identified as such. No parking will be allowed on grassed areas. "No Parking" signs must be observed. Vehicles parked in violation of "No Parking" signs may be towed at the owner's expense.

15. Smoking is not permitted in any of the Facilities, except in designated areas.

16. Please use proper cell phone etiquette so as not to interfere with another member's use and enjoyment of the Facilities. We request that all cell phones be kept on silent mode while on the Club's premises.

17. No fireworks are permitted anywhere on Club property or adjacent areas unless part of a fireworks exhibit organized and conducted by the Club.

18. Firearms and all other weapons of any kind are not permitted on Club property at any time.

19. Use of the Facilities may be restricted or reserved from time to time by the Club or the Hotel.

20. Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Club will subject the person in violation to disciplinary action by the Club in accordance with these Rules and Regulations.

21. The personnel of the Club will have full authority to enforce these Rules and Regulations and any infractions will be reported to the management of the Club.

22. In no event shall the Club discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap or marital status.

## **MEMBERSHIP CARDS**

1. The Club will issue a membership card or other form of identification to the member and the other members of his or her family who are eligible for membership privileges. Membership cards will include the member's name, club account number and category of membership. Membership cards will only be issued upon payment of dues by the member. Membership cards will not be issued to children under the age of 15. Members and their families must have their membership cards with them at all times while using the Facilities. If another form of identification is issued by the Club in lieu of a membership card, references to membership card herein shall mean the other form of identification unless the context indicates otherwise.

2. A membership card may not be used by any person other than the person to whom it is issued. Membership cards are not transferable.

3. In order to protect members from improper charges, membership cards must be presented at the point of sale for all transactions, excluding food and beverage, in which case presentation of membership cards is required prior to placing any order.

4. Membership cards will be mailed to the members at the address designated by the member or held for pick-up at the Membership Office as determined by the Club.

5. In the event of a lost or stolen membership card, the Club must be notified immediately. The member's club account will be canceled and the Club will issue a new membership card number. Until notification of card loss or theft is received in writing by the Club, the member shall be responsible for all charges placed on the account. A card replacement fee as determined by the Club may be charged for lost or stolen membership cards or in any situation where the club account number is changed.

6. Each member may receive such identification decals and other insignia as the Club may from time to time designate, and shall display such insignia as required by the Club.

## **MEMBER DUES AND CHARGES**

1. Members' dues will be billed on a monthly basis unless otherwise determined by the Club.

2. All members shall provide the Club with one credit or debit card to which the member authorizes the Club to charge dues, fees and charges and the member shall substitute such credit or debit card with another credit or debit card when it expires. Such charges will be billed on a monthly basis and members will receive a written statement of their charges. The member will then be entitled to charge privileges at the Club so long as his or her membership is in good standing. Cash payments will not be permitted unless otherwise determined by the Club from time to time.

3. The credit or debit card company shall pay the dues, fees and charges to the Club. All members agree to promptly pay directly to the Club any amounts not paid by the

credit or debit card company upon written notice from the Club to the member. If not paid within 10 days after written notice from the Club, a service charge of one and one-half percent (1.5%) per month (but not to exceed the maximum amount permitted by law) shall begin to accrue from the date of the written notice until payment in full. The member shall be obligated to keep a valid approved credit or debit card on file with the Club at all times.

4. If the member fails to pay any amounts not paid by the credit or debit card company within 30 days after written notice from the Club to the member, the Club shall have the right to suspend membership privileges in the Club at any time until the delinquent account is paid in full. Continued delinquency for a period of 90 days from the date of written notice from the Club, or repeated incidents of delinquency by the member, may result in long term or permanent suspension of membership privileges in the Club.

5. When a membership is issued in the name of more than one person, each person shall be jointly and severally liable for all dues, fees and other charges and liabilities associated with the membership.

6. If the club account of any member is delinquent, the Club may at its option take whatever action it deems necessary to effect collection, including without limitation, suspension of membership privileges or legal action. If the Club commences any legal action to collect any amount owed by any member or to enforce any other liability of any member to the Club, and if judgment is obtained by the Club, the member shall also be liable for all costs and expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.

7. Members are permitted to tip staff.

## **CONTACT INFORMATION**

1. Each member shall be responsible for filing with the Membership Office, in writing, preferably on a form provided by the Club, his or her mailing address, e-mail address and telephone number and any changes thereto, where the member wishes all notices and invoices of the Club to be sent. A member shall be deemed to have received mailings from the Club ten days after they have been mailed to the mailing or email address on file with the Club. In the absence of a mailing address on file at the Membership Office, any Club mailing may, with the same effect described above, be addressed as the Club Manager may think is most likely to cause its prompt delivery.

2. The Club must be notified in writing of any change of address. Failure to do so shall constitute a waiver of the right to receive Club notices, bulletins and any other communications, and a violation of these Rules and Regulations.

3. The Club will not provide members' contact information to vendors or marketing firms.

## **MEMBERSHIP CORRESPONDENCE**

Complaints or suggestions concerning the management, service or operation of the Club shall be in writing, signed by the member and addressed to the Club Manager and emailed to

Membership@FinsUpBeach.Club. Errors in billing charges should be directed to the attention of the Accounting Department.

## **CLUB SERVICES AND ACTIVITIES**

1. The Club provides a variety of social, cultural and recreational events in which all members are encouraged to participate.
2. The Club desires to encourage the use of the Facilities by members for private functions on any day or evening, provided it does not interfere with the normal operation of the Club, or with the services regularly available to members. Members are requested to make reservations with the appropriate Club personnel for available dates and arrangements.
3. Private functions are permitted at the Club only with prior permission of the Club. The individual sponsoring the function shall assume full responsibility for the conduct of guests and the removal of any decor. The sponsor of the function shall be responsible for any damage to the Facilities and for the payment of any charges not paid by individuals attending the private function.
4. Special events and functions may be scheduled from time to time at the discretion of the Club.

## **DISCIPLINE**

1. Members are responsible for their own conduct and for the conduct of their family members and guests. Any member whose conduct or whose family's or guest's conduct (whether or not at the Facilities or directly related to the Club) shall be deemed by the Club to be likely to endanger the welfare, safety, harmony or good reputation of the Club or its members or is otherwise improper, may be reprimanded, fined, suspended or expelled from the Club and have all privileges associated with the membership suspended or terminated by the Club. The Club may not expel the member, but may suspend his or her membership use privileges on a longer term or permanent basis. The Club shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failing to meet eligibility for membership, (ii) submitting false information on the Membership Agreement, (iii) allowing his or her membership card to be used by another person, including a rental guest or houseguest, (iv) failing to pay any amount owed to the Club in a proper and timely manner, (v) applying for or arranging for his or her short term rental guest to use the Facilities under the Club's houseguest policies, (vi) failing to abide by the rules and regulations as set forth herein and as established by the Club from time to time, (vii) abusing Club personnel or employees, (viii) conviction of a felony (member or spouse), (ix) making disparaging remarks about the Club to anyone other than the Club Manager, or (x) acting in a manner incompatible with the standard of conduct of the existing membership or which would likely injure the reputation of the members or the Club.
2. Any member accused of improper conduct shall be notified of the Club's proposed disciplinary action and shall be given an opportunity to be heard by the Club to show cause why he or she should not be disciplined. If such member desires to be heard, the Club shall set a time and date (not less than ten days thereafter) for a hearing. While such complaint is being considered by the Club, the member shall enjoy the privileges of the Club unless the Club determines that the safety or security of Club members would be at risk by doing so.

Notwithstanding the foregoing, the Club may, without notice and without a hearing, immediately suspend some or all privileges associated with a membership and/or, after notice, terminate a member for failure to pay in a proper and timely manner dues, fees or any other amounts owed to the Club.

3. If the Club determines that a member's conduct or the conduct of his or her family or guest is improper, the Club may suspend or restrict the member's membership privileges, or restrict the use privileges of the member's family or guest whose conduct was improper. No member is entitled, on account of any restriction or suspension, to any refund of any joining fee, dues or any other fees. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.

## **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

1. Each member as a condition of membership and each guest as a condition of invitation to the Facilities assumes sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any personal property used or stored on the Facilities. Any such personal property which may have been left in or on the facilities for one month or more without payment of storage thereon may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Club.

2. No person shall remove from the Club's premises any property or furniture belonging to the Club without proper written authorization.

3. Every member of the Club shall be liable for any property damage caused by the member, any guest or any family member. The cost of such damage shall be charged to the responsible member's club account.

4. Any member, family member, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club's premises, shall do so at his or her own risk. The member and his or her family members and guests shall hold the Company, Rolling Oaks Splendid, LLC (the developer of Rolling Oaks), any manager of the Club Facilities, the Hotel Owner and manager of the Hotel, their affiliates, their successors and assigns and their respective shareholders, partners, directors, officers, members, employees, representatives, agents and members of the Club's advisory Board of Governors or committees (collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting from the use of the Facilities, or otherwise, arising out of or incident to membership in the Club and/or from any act or omission of any of the Indemnified Parties, unless caused by the gross negligence or willful misconduct of any of the Indemnified Parties. Any member shall have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member.



5. Should any party bound by these Rules and Regulations bring suit against any of the Indemnified Parties in connection with any event operated, organized, arranged or sponsored by the Club or on any other claim or matter in connection with membership in the Club, and fail to obtain judgment therein against any one or more of them, said party shall be liable to the prevailing Indemnified Parties for all costs and expenses incurred by them in the defense of such suit, including court costs and attorneys' fees and expenses through all appellate proceedings.

## **CHILDREN**

1. Unless permitted by the Club, children under 15 years of age are not allowed at the Facilities unless accompanied and supervised by an adult.

2. Children under the lawful drinking age are not permitted in any bar area unless accompanied by an adult.

3. Members are responsible for the conduct and safety of their children when enjoying the Facilities.

## **ATTIRE**

It is expected that members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club. It is also expected that members will advise their guests of the dress requirements. The Club may publish dress requirements from time to time. Gentlemen and ladies are requested to dress in a fashion compatible with the appropriate occasion. Shirts and shoes must be worn outside of the swimming pools and deck area.

## **GUEST PRIVILEGES**

Guest privileges may be extended under the rules established by the Club from time to time. Guests will be entitled to use the Facilities only in accordance with the privileges of the membership of the sponsoring member upon payment of applicable daily access fees. Although it is the intention of the Club to accommodate guests without inconvenience to the members, the Club reserves the right to limit the number of guests that are invited by a member on any given day. The Club shall establish from time to time the rate of the daily guest fees, charges and the rules and regulations for use of the Facilities by guests. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club. All guests shall be either houseguests or day guests. A houseguest is defined as a member's guest temporarily residing in a member's residence. A member's short term rental guests are not houseguests and do not have access to the Facilities except as set forth in the "Rental Guests" section of the Membership Plan. All other guests of a member shall be considered day guests.

## **DAY GUESTS**

1. The Club reserves the right to determine from time to time the maximum number of times a particular day guest may use the Facilities as a guest of a member during each membership year.

2. All day guests must be accompanied by the sponsoring member while using the Facilities.
3. A particular individual using the Facilities as a guest must be registered by the sponsoring member with the Club. The Club reserves the right to require identification by each guest. Guests will be charged guest fees for use of the Facilities as determined from time to time by the Club.
4. Guest charges for any services may be charged against the sponsoring member's credit card. Cash payments are not permitted.
5. Guest privileges may be limited by the Club, from time to time. Notice of such limitation will be given by the Club.
6. The sponsoring member shall be responsible for all charges incurred by the guest. The sponsoring member is also responsible for the conduct of a guest while at the Club. If the manner, deportment or appearance of any guest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Club, cause such guest to leave the premises of the Club.

## **HOUSEGUESTS**

1. Houseguest privileges will be extended to guests of a member while that guest is residing in a member's residence.
2. Houseguests must be registered by the sponsoring member with the Membership Office, prior to the arrival of the guests. The sponsoring member must certify that the houseguest is not a rental guest of the member. Application forms requesting houseguest privileges may be obtained from the Membership Office. To provide privileges for a houseguest, the sponsoring member must initiate the application for houseguest membership at least five business days prior to the arrival date of the houseguest.
3. Guest cards for houseguests will be issued for the length of stay, up to a maximum of two weeks and four weeks in aggregate in any membership year, unless otherwise determined by the Club. At the expiration of the card, renewals of houseguest privileges will be granted at the discretion of the Club.
4. Houseguests are permitted to use the Facilities unaccompanied by the member in accordance with the rules and regulations adopted by the Club from time to time.
5. Houseguests will be charged a daily houseguest access fee as determined from time to time by the Club for each day of the houseguest's stay.
6. The sponsoring member does not have to give up membership rights for the period of time the houseguest is in residence.
7. The daily houseguest access fee and all charges incurred by the houseguest will be billed to the member's credit card.

8. The Club must be notified of a cancellation at least two days prior to the arrival date of the houseguest. Failure to advise the Club of a cancellation may result in the member's club account being charged the full houseguest access fee.

9. Houseguests must have their guest card with them at all times while using the Facilities.

10. The Club reserves the right to require identification by each houseguest.

11. Houseguest privileges may be limited by the Club, from time to time, or terminated. Notice of such limitation or terminated will be given by the Club.

12. The Club may deny any member who abuses the houseguest privileges, such as by applying for houseguest privileges for rental guests, any future houseguest privileges.

13. The sponsoring member shall be responsible for the conduct of a houseguest while at the Club. If the manner, deportment or appearance of any houseguest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Club, cause such houseguest to surrender the guest card and leave the premises of the Club.

## **RENTAL GUESTS**

1. Short term rental guests of approved rental management companies may use the Facilities when staying in Rolling Oaks residences upon payment of a daily access fee in an amount established by the Club in accordance with the Membership Plan, in addition to applicable fees and charges.

2. Rental guests must have their guest card or other form of identification provided by the Club with them at all times while using the Facilities.

3. The Club reserves the right to require identification by rental guest.

4. The Club will restrict rental guest access to certain Facilities during member only events and activities. Rental guest privileges may be limited by the Club, from time to time, or terminated.

5. If the manner, deportment or appearance of any rental guest is deemed to be unsatisfactory, the rental guest shall surrender the guest card and leave the premises of the Club. The Club shall notify the applicable rental management company.

## **GENERAL POOL RULES**

1. Use of the pool at any time is at the swimmer's own risk. Any injuries or accidents should be reported to the attendant immediately.

2. Everyone wishing to use the pool facilities must first register and present their membership card before entering the pool. Members must register their guests and are responsible for the payment of any appropriate charges as the Club may determine from time to time.

3. Children 14 years and younger must be accompanied and supervised by an adult at all times.
4. Children who cannot swim must be accompanied by a parent or guardian at all times while in the pool area.
5. Children must be three years of age and toilet trained to use the adult pool. Children wearing diapers other than swim diapers are not permitted in any pool.
6. Swimming is permitted only during designated hours. The pool is officially closed when a "CLOSED" sign is posted.
7. Showers are required before entering the pool.
8. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool area. Trash should be placed in the proper receptacles located throughout the pool area.
9. Food is allowed only in designated areas of the pool facilities.
10. All swimmers must wear bona fide swimming attire. Cut-offs, dungarees and bermuda shorts are not considered appropriate swimwear. Proper non-swim attire is required at all times in the clubhouse, other than in the locker rooms. Shoes or other foot coverings and caftans or shirts must be worn outside the swimming pool area.
11. Radios, televisions and the like are permitted only when played at a sound level which is not offensive to other members and guests.
12. Animals, bicycles, skateboards, play balls of any type and coolers are not permitted in the pool area.
13. Lifesaving and pool cleaning equipment should be used only for the purposes intended.
14. Running, ball playing and hazardous activities are not permitted in the pool area. Pushing, dunking and dangerous games are prohibited.
15. Diving is not permitted unless otherwise indicated at the pool.
16. Fishing, spear fishing and snorkeling equipment, other than a mask and snorkel, are not to be used in the pool area except as part of an organized course of instruction.
17. Throwing footballs, frisbees, tennis balls, or other objects, spitting or spouting water, and tag games are not allowed in the pool area. The pool staff has the authority to expel from the pool area anyone who does not follow these Pool Rules or whose conduct is otherwise unbecoming of a member.
18. Swimming parties may be arranged through the Club in advance of the occasion.
19. All persons using pool furniture are required to cover the furniture with a towel when using suntan oils and lotions, as the use of these oils and lotions could stain or damage the furniture.

20. All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, cigarettes, and all other trash in the proper receptacles.

21. Smoking is permitted in designated sections of the pool area.

22. Flotation devices are permitted for nonswimming children up to five years of age. Small toys such as balls, water guns, rings, etc., may be permitted, depending on the number of persons in the pool and the manner in which the toys are used. Air mattresses may be permitted, depending on the size of the mattress and the number of persons in the pool. The pool staff has the authority to discontinue use of these mattresses upon the determination that they present a safety hazard or hinder the enjoyment of the pool by others. Tire inner tubes are not permitted at any time.

23. Persons who leave the pool area for over 30 minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from the pool area is prohibited.

## **LOCKERS**

1. Day lockers are available on a per visit basis.

2. We recommend you not bring valuables in day lockers. Each person assumes liability for the loss of any items stored in a locker.

## **GENERAL FITNESS RULES**

1. All persons using the fitness facilities do so at their own risk and may be required to execute such forms releasing the Club from liability for their use of the Club's facilities as determined from time to time.

2. For members' safety, no leg weights or wrist weights may be worn during exercise classes unless specified as part of the class by your fitness instructor.

3. It is the responsibility of all persons to obtain instruction on how to use the equipment prior to usage of such equipment, and the equipment is only to be used in accordance with such instructions.

4. All exercise classes and class times shall be determined by the Hotel operator, and may be changed from time to time. Personal exercise trainers not employed by the Hotel are not permitted to conduct personal exercise training programs.

5. It is the responsibility of each person using the fitness facilities to consult with his or her physician, and such person should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent the member from using the fitness facilities, equipment or amenities or engaging in active or passive exercise. Members assume full risk of loss and responsibility for damage to their health if the foregoing representations are not and do not continue to remain true.

6. Regular operating hours for the fitness facilities will be posted by the Club and may be changed from time to time.
7. A health questionnaire may be required before using the fitness facilities. No physician or nurse will be on duty.
8. All members and their guests must sign in at the front desk.
9. Personal exercise trainers not employed by the Club are not permitted to conduct personal exercise training programs.
10. All weights and pieces of equipment must be returned to their proper places at the completion of use.
11. Casual workout attire is acceptable at the fitness facilities including tee-shirts, tank tops, gym shorts or warm-up pants for men; and leotards, tights, tee-shirts, tank tops, gym shorts or warm-up pants for women. Only aerobic or court shoes may be worn at the fitness facility. No black-soled shoes shall be permitted at the fitness facility.
12. Pregnant women should not use those fitness facilities that would elevate their core body temperature.
13. Smoking and alcoholic beverages are prohibited at the fitness facility. No food or drink may be brought onto the premises.
14. Members, family members and guests assume full risk of loss and responsibility for damage to their health.
15. No clothing or personal articles may be stored under benches or in the common areas.
16. Children under 15 years of age are not permitted to use the fitness facilities unless accompanied or supervised by an adult.
17. Horseplay, profanity, disruptive conduct and indiscreet behavior at the fitness facilities is strictly prohibited.
18. Stereos, televisions and tapes should be enjoyed at a volume so as not to disturb fellow members.
19. All jewelry must be removed prior to exercising.

**MEMBERS ASSUME FULL RISK OF LOSS AND RESPONSIBILITY FOR DAMAGE TO THEIR HEALTH**

#### **CHILDREN'S ACTIVITY CENTER**

1. The Hotel will have a children's activity center ("Children's Center"), which will be open during the hours posted.
2. The Children's Center operates on a first-come, first-served basis.

3. Children 12 years and under must be accompanied by a parent or legal guardian.
4. Members of the Club may be charged a fee per child for use of the Children's Center as determined by the Club from time to time.
5. Children will not be allowed to bring in food or beverages.
6. The Director or his or her assistant has the discretion to refuse any child who appears to be ill.
7. The Director or his or her assistant may call a parent to remove a child due to illness or disruptive behavior. If a child continues to misbehave after a disciplinary warning, he or she may be removed and not permitted to return to the play room that day.
8. Parents must be on the Club premises at all times, while their children are at the Children's Center.
9. Please leave all personal toys, games, dolls, etc. at home, while utilizing the Children's Center.