RULES AND REGULATIONS
FOR
THE RECREATIONAL PROPERTY
Preamble
These Rules and Regulations are established by The Club and Spa at Fiddler's Creek (the "Club") to protect the Recreational Property and to promote the health, safety, welfare and enjoyment of the Members, their families and guests and all other persons using the Recreational Property. The Club may amend these Rules and Regulations from time to time.

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 Recreational Property 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 at the Recreational Property only with the permission of the Club Manager.

4. Dining room activities for groups will be permitted only with the permission of the Club.

5. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by law. No alcoholic beverages will be sold or served to any person not permitted to purchase or possess the same under the laws of the State of Florida, and any and all ordinances or regulations as established by the County of Collier or be sold for off-premises consumption. All alcoholic beverages consumed or otherwise possessed on Club property must be purchased at the Club unless otherwise permitted by the Club. The Club reserves the right, in its sole discretion, to refuse service to a Member or guest when that Member or guest appears to be intoxicated.

6. Outside catering is not permitted. All food and beverages consumed on the Recreational Property must be furnished by the Club unless otherwise permitted by the Club Manager.

7. 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 Manager.

8. Except for advertisements by the Developer and/or its affiliates, no commercial advertisements shall be posted or circulated in the Club nor shall solicitations of any kind be made on the Recreational Property 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.

9. Members shall not use the roster or list of Members of the Club for solicitation or commercial purposes.
10. 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 Recreational Property shall not be used in connection with organized religious services or other activities except as may be approved by the Club.

11. Members should not request special personal services from employees of the Club who are on duty or the personal use of the Club's furnishings or equipment which are not ordinarily available for use by Members.

12. Dogs or other pets (with the exception of seeing eye dogs) are not permitted on the Recreational Property.

13. 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.

14. 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 Recreational Property for any reason. Any employee not rendering courteous and prompt service should be reported to the management of the Club immediately.

15. Self-parking is permitted in areas identified as such. No parking will be allowed on grassed areas. "No Parking" signs must be observed. Violators may be towed at the owner's expense. Parking is not permitted in the circular drive port cochere area. These areas are for drop off and pick-up only.

16. Smoking is not permitted in the Club or on Club grounds, including the common areas and parking lot.

17. Absolutely 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. No Member, visitor or guest is allowed in the service or restricted areas of the Club.

20. Use of the Recreational Property may be restricted or reserved from time to time by the Club.

21. The Club shall have no obligation to notify members regarding the presence of lightning in the area. All members and guests utilizing the Recreational Property should observe weather conditions and immediately seek shelter if lightning is in the area.
22. 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.

23. 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.

24. 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.

25. The Club shall not employ its members or their immediate family members without prior approval of the Club Manager.

Membership Cards
1. The Club will issue a Membership Card 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, photo, 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 twelve or over the age of twenty-three. Members and their families must have their Membership Cards with them at all time while using the Recreational Property.

2. Membership cards must be presented at the point of sale for all transactions, excluding food and beverage, and prior to placing any order. Membership Cards must be presented at all service areas prior to admittance.

3. A Membership Card may not be used by any person other than the person to whom it is issued. Membership Cards are not transferable. Failure to comply with this rule may result in suspension or termination of Membership privileges.

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 shall 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 from time to time.

7. The Club reserves the right to establish terms and conditions and rules and regulations in connection with the use of Membership Cards from time to time.
8. All members shall be required to attend a new member orientation prior to utilizing Club Facilities.

Member Dues and Charges

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

2. A member is required to furnish the Club and Spa with a valid approved credit or debit card and authorizes the Club and Spa to charge dues, fees and charges to such credit or debit card. The member shall be obligated to keep a valid approved credit or debit card on file with the Club and Spa at all times.

3. All charges for purchases and services at the Club and Spa shall be charged to the member's credit or debit card, issued by Master Card or Visa, on file with the Cub and Spa. Membership dues will also be billed to the member's credit or debit card. These dues, fees and charges shall be paid to the Club and Spa by the credit or debit card company.

4. Members can receive a written statement of their monthly charges which have been charged to their credit or debit card, upon request. All members agree to promptly pay directly to the Club and Spa any amounts not paid by the credit or debit card company upon written notice from the Club and Spa. If not paid within thirty (30) days after written notice from the Club and Spa, a service charge of one and one-half percent per month shall begin to accrue on past due accounts until payment in full.

5. If payment in full, including any service charges and reinstatement fees owed by a Member, is received prior to the Club's terminating a Membership, the Member making payment shall be reinstated as a Member in good standing.

6. 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.

7. If the Club account of any Member is delinquent, the Club may at its option take whatever action it deems necessary to effect collection. 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.

Mailing Addresses

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 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 address on file with the Club. In the absence of an 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.

Membership Correspondence

Complaints or suggestions concerning the management, service or operation of the Club must be in writing, signed by the Member and addressed to the Club Manager. 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 Recreational Property 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 Recreational Property 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 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 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 shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failure to meet eligibility for Membership, (ii) submitting false information on the application for Membership, (iii) allowing his or her Membership Card to be used by another person, (iv) failing to pay any amount owed to the Club in a proper and timely manner, (v) failing to abide by the rules and regulations as set forth herein and as established by the Club from time to time, (vi) abusing Club personnel or employees, or (vii) 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. 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 the membership privileges of a Member for failure to pay in a proper and timely manner fees, fines or any other amounts owed to the Club.

3. The Club may restrict or suspend some or all of the membership privileges of a Member or his or her family member(s) and/or guest(s). No Member may on account of any restriction or suspension is entitled to any refund of any membership dues or any other fees. During the restriction or suspension of membership privileges, the membership shall continue and dues and other charges shall continue to accrue. All dues and charges shall be paid in full prior to reinstating 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 Recreational Property assumes sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any private property used or stored on the Recreational Property, whether in lockers or elsewhere. Any such personal property which may have been left in or on the facilities for six months 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 room in which it is placed or from the Club's premises any property or furniture belonging to the Club without proper written authorization. Every Member of the Club shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, 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.

3. Any Member, family member, guests, tenants, social invitees 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 951 Land Holdings Joint, a Florida general partnership, and GBFC Development, Ltd., a Florida general partnership, and its affiliates, (collectively, the "Developer"), Fiddler's Creek Foundation, Inc., their affiliates, and their respective shareholders, partners, directors, officers, members, employees, representatives, agents and Members of the Club's advisory board 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 therefrom, arising out of or incident to Membership in the Club and/or from any act or omission 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.

4. The Member and his or her family members, tenants, guests and social invitees shall hold the Developer and the Indemnified Parties harmless from any and all loss, cost,
claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom, arising out of or incident to any activity or event related, directly or indirectly, to the use of the golf facilities at The Marriott Golf Club at Marco.

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.

Reservations and Cancellations

1. Dinner reservations may be required as determined by the Club. Members are asked to assist in maintaining required service levels by making reservations for dining prior to 5:00 p.m. on the day involved. Reservations for parties of more than ten persons will be accommodated on an "as available" basis. A twenty-four hour notice is requested for parties of more than ten persons and a set menu should be arranged whenever possible. The courtesy of providing notice of necessary changes or cancellations is requested no later than 3:00 p.m. on the day involved.

2. Reservations are required for most activities of the Club and shall be accepted on a first-come, first-served basis by pre-registering with the appropriate personnel of the Club.

3. Dining reservations must be cancelled at least twenty-four (24) hours in advance. The Club, at its discretion may establish a confirmation system for dining reservations and/or establish a cancellation fee for failure to cancel a dining reservation.

4. For all functions of the Club held in the dining rooms of the Club, tables will be assigned on a first-call, first-choice basis. Reservations for special tables will not be accepted, except at the discretion of the Club Manager.

5. Reservations for banquets and special events should be made at least three weeks in advance. Cancellations must be made at least one week in advance. If this is not done, the member will be charged for each person reserved. A non-refundable deposit may be required for banquet reservations.

6. Failure to cancel special event reservations may result in a charge to the Member's Club account which shall be determined by the Club.

7. The dining and special event reservation policies shall be determined by the Club.

8. No Member or committee shall plan or set dates for dining room activities without prior approval of the Club.
Gratuities
1. For the convenience of all Members, a voluntary gratuity percentage, as determined from time to time by the Club, may be added to all food and beverage sales. A Member may add to or deduct from the gratuity percentage by signing the ticket invoice and including the amount of the additional gratuity the Member deems appropriate.

2. Cash tipping is not permitted by Members of the Club.

3. It is customary for the Club to send a letter providing an opportunity for Members to contribute to a Holiday Fund for all Club employees and a suggested contribution. Payment of such contribution will be voluntary and will be included on the contributing Member's November bill. This Holiday Fund provides the Members with an opportunity to show their appreciation to Club employees during the holiday season. Club management shall be responsible for the distribution of these funds.

Children
1. Unless permitted by the Club, children under twelve years of age are not allowed at the Recreational Property unless accompanied and supervised by an adult.

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

3. Members are responsible for the conduct and safety of their children when at the Recreational Property.

Attire
1. 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.

2. Gentlemen and ladies are requested to dress in a fashion compatible with the appropriate occasion.

3. Bathing suits may only be worn in the pool areas. All other Recreational Property require appropriate cover-ups and shoes to be worn.

Guest Privileges
Guest privileges may be extended under the rules established by the Club from time to time. 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 accompany 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 Recreational Property by guests. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club, in its sole and absolute discretion. All guests shall be either houseguests or day guests. A houseguest is defined as a guest temporarily residing in a Member's residence in Fiddler's Creek. All other guests of a Member shall be considered day guests.
Day Guests

1. A particular day guest may not use the Recreational Property, other than the dining facilities, more than six (6) times during any membership year and no more than two (2) times during a particular week, unless otherwise approved by the Club Manager.

2. All Day Guests must be accompanied by the sponsoring Member while using the Recreational Property unless the Club determines otherwise. Guests under the age of twelve (12) must be accompanied by an adult. Any individual using the Recreational Property as a guest must be registered by the sponsoring Member with the Club. The Club reserves the right to require identification by each guest. Members will be charged guest fees for use of the Recreational Property as determined from time to time by the Club.

3. Guests will be entitled to use the Recreational Property only in accordance with the privileges of the Membership of the sponsoring Member upon payment of daily fees.

4. Guest charges for any services will be charged against the sponsoring Member's credit or debit card on file with the Club and Spa. Cash payments are not permitted.

5. Guest privileges may be limited by the Club, from time to time, in the sole and absolute discretion of the Club. 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. Houseguests must be registered by the sponsoring Member with the membership office, prior to the arrival of the guests. Application forms requesting houseguest privileges may be obtained from the membership office. Houseguest privileges will be extended to guests of a Member while that guest is residing in a Member's residence in Fiddler's Creek. To provide membership privileges for a houseguest, the sponsoring Member must complete the application for Houseguest membership at the Club membership office during regular business office hours.

2. The Houseguest, upon approval of the Club, may be issued temporary charge privileges. If issued, the houseguest will have the opportunity to pay his or her charges at the Club at the end of his or her stay. The sponsoring Member is responsible for all unpaid charges made by his or her houseguests which are unpaid after the customary billing and collection procedures of the Club.

3. Guest cards for houseguests will be issued for the length of stay, up to a maximum of two weeks. At the expiration of the card, renewals of houseguest privileges will be granted at the discretion of the Club.
4. Houseguests will be entitled to use the Recreational Property only in accordance with the privileges of the Membership of the sponsoring Member upon payment of daily fees.

5. Houseguests are permitted to use the Recreational Property unaccompanied by the Member in accordance with the rules and regulations adopted by the Club from time to time.

6. Houseguests will be charged a temporary houseguest Membership fee for each one-week period in addition to all daily use fees as determined from time to time by the Club.

7. The sponsoring Member does not have to give up Membership rights for the period of time the houseguest is in residence.

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 fee.

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

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, in the sole and absolute discretion of the Club. Notice of such limitation will be given by the Club.

12. 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.

Tenant Privileges

1. A Member may designate a tenant to be the beneficial user of the Member’s Club membership. While the tenant is designated as the beneficial user, the Member is not permitted to use the Club and the Member’s membership will be rendered temporarily inactive. However, the Member is still responsible for remitting dues. In the event the Member does not pay his or her membership dues, the tenant may be denied Club membership privileges.

2. A Member may designate a beneficial user no more than three (3) times in a calendar year and no more than once in a thirty (30) day period. Tenants will be issued their own Membership Cards and a separate membership account for charging purposes.

3. Members shall be responsible for all charges incurred by their tenants which remain unpaid after the customary billing and collection procedures of the Club and for the deportment of each tenant. Additional restrictions regarding the rental of a residential unit will be set forth in the materials for each Village.
General Tennis Rules

1. The Rules of Tennis of the U.S.T.A. shall apply at all times, except when in conflict with the local rules or with any of the rules herein.

2. Court reservations may be made by phoning or visiting the pro shop. No standing reservations will be accepted.

3. All players must check in and register at the pro shop ten minutes prior to their court time or the court will be released to the first name on the waiting list. Members and guests shall present their Cards at registration.

4. Players who fail to cancel their reservation four hours prior to their scheduled court time or do not register ten minutes prior to their court time may be charged a fee to be determined by the Club.

5. At the end of their playing period, players must promptly relinquish their court to the next players. Once a Member is off the court, the Member may sign up for the next available court time.

6. Singles may each play on a court for ninety minutes and doubles may play on a court for two (2) hours, except for certain times designated by the pro shop.

7. Proper tennis attire as determined by the pro shop is required at all times. Colors are permitted, but T-shirts with graphic designs, undershirts, fishnet shirts, cut-offs, bermudas, jams, blue jeans, bathing suits, gym shorts, slacks and walking shorts are not permitted. Regulation tennis shoes are required.

8. Skateboards, bicycles, roller skates, roller blades, etc., are not permitted on the tennis courts.

9. Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing or profanity will not be permitted at any time. Trash and other litter must be deposited in the proper receptacles.

10. Use of the tennis courts shall be subject to the control of the pro shop, currently the sports reception desk, at all times. The pro shop shall determine the suitability of the courts for play. Courts will be closed when necessary for maintenance operations, when dictated by safety considerations, or under adverse weather conditions. The pro shop may reserve the courts for special events.

Aquatic Club 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 to the pool attendant before entering the pool. Members must register their guests with the pool attendant and are responsible for the payment of any appropriate charges as the Aquatic Club may determine from time to time.
3. Children twelve (12) years and younger must be accompanied by an adult at all times.

4. Children under three (3) years of age and who cannot swim are restricted to swim in the tot pool and must be accompanied by a parent or guardian at all times while in any other pool area.

5. Children wearing diapers, must wear approved swim diapers, these diapers are available for purchase from the pool attendant.

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 containers located throughout the pool area.

9. Food and beverage must be purchased from the Club and are allowed only in designated areas of the pool facilities. No coolers are permitted.

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 may be listened to if 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 restricted from the pool areas.

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 areas. Pushing, dunking and dangerous games are prohibited.

15. Diving is not permitted.

16. Fishing, spear fishing and snorkeling equipment, other than a mask and snorkel, are not to be used in the pool areas 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 areas anyone who fails to cooperate in following these Pool Rules or whose conduct is otherwise unbecoming of a Member.
18. Swimming parties must be arranged through the membership office 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. 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, etc.

21. Smoking is not permitted in the Club or on Club grounds, including the common and parking areas.

22. Flotation devices are permitted for non-swimming children up to five years of age in the tot pool. Tire inner tubes and air mattresses are not permitted.

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

24. Shoes and bathing suit cover-ups should be worn by adults and children while inside the Club. Cover-ups and shoes are required everywhere in the Club, except in pool areas.

Health/Fitness Facilities

1. All persons using the health/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, and as intended by the manufacturer.

4. It is the responsibility of all persons using the health/fitness facilities to consult with their 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 health/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.

Health/Fitness Rules

1. Regular operating hours for the health/fitness club facilities will be posted by the Club and may be changed from time to time.
2. A health questionnaire must be completed and signed before using the health/fitness club facilities. No physician or nurse will be on duty.

3. Prior to use of the health/fitness club facilities, a Member and any guests will be required to sign a waiver of liability agreeing to hold the Indemnified Parties harmless from any and all injuries sustained from the use of the facility.

4. All Members and guests must present their membership card at the sports reception desk prior to entering.

5. Guest fees may be charged for use of the health/fitness club facilities. If fees are established, the Member’s Club account will be billed. Cash payments are not accepted.

6. Any Member or guest with health or physical problems should first consult his or her physician before using any of the health and fitness facilities and notify staff upon entrance to the facility.

7. All weights and pieces of equipment must be returned to their proper places at the completion of use.

8. Casual workout attire is acceptable at the health/fitness club facilities such as 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. No black-soled shoes shall be permitted at the health/fitness club facilities. Only aerobic or court shoes may be worn, no open toed shoes or sandals are permitted.

9. Pregnant women should not use those health/fitness club facilities that would elevate their core body temperature. All expect mother’s must submit a physicians referral prior to use health/fitness club facilities.

10. Smoking and alcoholic beverages are prohibited at the health/fitness club facility. No food may be brought onto the premises.

11. All clothing and personal articles must be stored in locker facilities.

12. Children under fifteen (15) years of age are not permitted to use the health/fitness club facility unless accompanied or supervised by an adult. Children not properly accompanied or supervised by an adult shall not be permitted in the health/fitness club facilities.

13. Horseplay, profanity, disruptive conduct and indiscreet behavior at the health/fitness facility are strictly prohibited.

14. Stereo, television, tapes and cellular phones should not be turned up or used so loud as to disturb fellow Members.
Aerobic Studio Rules

1. All aerobic class participants must arrive to class and sign in at least five (5) minutes prior to the scheduled class time.

2. Admission will not be allowed into aerobic classes five (5) minutes after official start time.

3. Conversations amongst participants must be kept to a minimum in order to receive clear instructions.

4. Proper athletic footwear and clothing must be worn at all times. Open-toed sandals, black-soled shoes, bathing suits or strapless tops are not permitted.

5. It is the responsibility of each participant to replace all exercise equipment to its’ proper storage spaces.

6. All personal items must be kept in cubby holes provided.

7. No food or beverages, other than water, is permitted in the aerobic studio.

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