



**THE CLUB AT PRADERA  
CLUB RULES AND REGULATIONS**

**(November 15, 2017)**

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## **Preamble**

These Rules & Regulations (“Rules and Regulations”), are intended to be a guide to the use and enjoyment of the Club Facilities. They are not intended to address all conceivable issues that may be presented for governance. These Rules & Regulations are established by the Club to protect the Club Facilities and to promote the health, safety, welfare and enjoyment of the Club Facilities by Members and Designees, and their Immediate Family, Extended Family and Guests, and all other persons using the Club Facilities. The Club is committed to providing all Members and Designees, and their Immediate Family, Extended Family and Guests, with an enjoyable club experience. To uphold these standards, Members and Designees, their Immediate Family, Extended Family and Guests, are expected to act in a manner consistent with good taste and respect for others. Owner may amend these Rules and Regulations from time to time. Capitalized terms used in these Rules and Regulations shall have the meanings given to such terms in the Membership Plan for The Club at Pradera, dated November 15, 2017, as the same may be amended from time to time.

## **General Club Rules**

1. Members and Designees, their Immediate Family, Extended Family and Guests, shall abide by these Rules and Regulations as they may be amended from time to time.
2. The Club Facilities shall be open on the days and during the hours as may be established by the Club. Areas of the Club Facilities may also be closed from time to time for maintenance and repairs and/or for special events.
3. Performance by entertainers will be permitted on or about the Club Facilities only with the prior approval of the Club.
4. Members and Designees may reserve the clubhouse facilities for banquets and private parties, subject to availability, provided such use does not interfere with the normal operation of the Club or with the services regularly available to the Members and Designees. Groups of ten or more people desiring to use the dining room must obtain prior approval of the Club. Reservations for banquets should be made at least three weeks in advance. A nonrefundable deposit may be required for a banquet reservation. Notice of cancellation of a banquet or private party shall be given to the Club at least 72 hours in advance or the deposit will be forfeited.
5. Alcoholic beverages will not be served or sold, nor permitted to be consumed, on or about the Club Facilities in any manner prohibited by state or local law. The Club reserves the right to refuse service to anyone.
6. All food and beverage consumed on the Club Facilities must be furnished by the Club, unless otherwise pre-approved by the Club.
7. Employees are not permitted to deliver food or alcoholic beverage to locations away from the immediate area of the clubhouse or other designated areas of the Club Facilities.

8. Commercial advertisements shall not be posted or circulated on or about the Club Facilities nor shall solicitations of any kind be made on or about the Club Facilities or upon the Club's stationary 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 or about the Club Facilities.
9. The roster of Members and Designees of the Club shall not be used for solicitation or commercial purposes nor shall the roster to be provided to any other person or entity.
10. The Club Facilities shall not be used for functions or fundraising efforts for the benefit of a political cause, except as approved by the Club. The Club Facilities shall not be used in connection with organized religious services or other activities, except as may be approved by the Club.
11. Members and Designees, their Immediate Family, Extended Family and Guests, shall not request special personal services from employees of the Club or use of the Club's furnishings or equipment for personal purposes.
12. Dogs or other pets (with the exception of those designated as service animals) are not permitted on or about the Club Facilities, except with the permission of the Club. Where dogs are permitted on the grounds, they MUST be on a leash at all times. Members and Designees are responsible for any damage caused by any animal owned by or under the control of the Member or Designee, or owned by or under the control of the Immediate Family, Extended Family or Guests of the Member or Designee.
13. All complaints, criticisms or suggestions of any kind relating to any of the operations of the Club Facilities or its employees must be in writing, signed and addressed to the Club.
14. Members and Designees, their Immediate Family, Extended Family and Guests, may not abuse any of the Club's employees, verbally or otherwise. All service employees of the Club are under the direct supervision of the Club and no Member or Designee, their Immediate Family, Extended Family or Guests, shall reprimand or discipline any employees, nor shall any Member or Designee, their Immediate Family, Extended Family or Guests, request any employee to leave the Club Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to 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. Vehicles parked in violation of "No Parking" signs may be towed at the owner's expense.
16. The Club at Pradera is a non-smoking environment. Smoking may only permitted in designated outdoor areas. Certain areas of the Club may permit cigar smoking based on specific event attendance and set-up.
17. The use of cell phones is discouraged and the Club reserves the right to prohibit or restrict the usage of cell phones on or about the Club Facilities. Regardless, Members and Designees, their Immediate Family, Extended Family and Guests, are asked to be

courteous of others and restrict conversation in all dining areas and in all golf practice facilities.

18. No fireworks are permitted anywhere on or about the Club Facilities or adjacent areas unless part of a fireworks exhibit organized and conducted by the Club.
19. Firearms and all other weapons of any kind are not permitted on or about the Club Facilities at any time.
20. The Club shall have the right to prohibit any games, sports or other activities that may, in the determination of the Club, be considered harmful to the interests of the general membership and/or the Club. All non-golf activities on the golf course and cart paths including, but not limited to, recreational walking, jogging, bicycling, skating, rollerblading, skateboarding and walking of dogs, are prohibited. Swimming in the Club's ponds and lakes is prohibited. Use of marijuana on or about the Club Facilities is prohibited.
21. Use of the Club Facilities may be restricted or reserved from time to time by the Club.
22. Violation of any of these Rules and Regulations will subject the person in violation (or in the case of the Immediate Family, Extended Family or Guests of the applicable Member or Designee), to disciplinary action by the Club. Such action may include suspension of Membership Privileges and/or termination of the Membership.
23. The personnel of the Club will have full authority to enforce these Rules & Regulations and any infractions will be reported to the Club.
24. Subject to availability, lockers in the clubhouse may be rented by Members and Designees on a periodic basis, unless otherwise determined by the Club. Lockers, if available, are obtained by arrangement with the Club and are billed on the Member's or Designee's statement.
25. Changing of shoes and clothes must take place in the locker rooms only. Changing of shoes or clothes in the parking lot is prohibited.
26. Members and Designees specifically agree that the Indemnified Parties (defined below) are hereby released and held harmless against, and are not responsible for, any losses, damages or claims which may arise from the Member's or Designee's use of said lockers. The lockers are property of the Club and while Members and Designees may rent such lockers, Members and Designees should have no expectation of privacy with respect to the contents of the lockers. The Club shall have the right to inspect any locker at any time, as determined by the Club.

***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.***

## **Member Correspondence**

Complaints or suggestions concerning the management, service or operation of the Club Facilities should be in writing, signed by the Member or Designee, and addressed to the Club. Errors in billing charges should be first directed to appropriate department providing the service and subsequently directed to the attention of the Accounting Department at the Club.

## **Club Services and Activities**

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

## **Loss or Destruction of Property or Instances of Personal Injury**

Each Member and Designee hereby agrees to indemnify, defend and hold harmless the Club and any management firm retained to operate and manage the Club Facilities on a day-to-day basis, and each of their respective members, managers, directors, officers, partners, shareholders, employees, agents, attorneys, successors and assigns, at all levels (“Indemnified Parties”), from and against any and all liabilities, costs (including reasonable attorney’s fees), judgments and damages, arising out of and/or related to all claims, demands and causes of action incident to or arising out of acts or omissions of such Member or Designee, or their respective Immediate Family, Extended Family and Guests. Each Member and Designee hereby voluntarily assumes all risks of accident or damage to such Member’s or Designee’s person or property, and the person or property of their respective Immediate Family, Extended Family and Guests, arising out of or relating to the use or occupancy of the Club Facilities and/or participating in any event or activity held by the Club either on or off the Club Facilities, by such Member or Designee, and their respective Immediate Family, Extended Family and Guests. The Club shall not be responsible or liable for any property damage, personal injury and/or theft caused by any Member or Designee or by the Immediate Family, Extended Family and/or Guests of any Member or Designee and/or caused to any Member or Designee or to the Immediate Family, Extended Family and/or Guests of any Member or Designee. Each Member and Designee

hereby agrees to be responsible and liable for all property damage, personal injury and/or theft which he or she causes, or which is caused by his or her Immediate Family, Extended Family or Guests, at the Club Facilities or at any activity or function operated, organized, arranged or sponsored by Owner. In addition, a Member or Designee, or the Immediate Family or Extended Family of the Member or Designee, who arranges or sponsors any activity or function at the Club Facilities, shall be responsible for any such damage or injury even if such damage or injury was not caused by the Member, Designee or the Immediate Family or Extended Family of the Member or Designee. Without limiting the foregoing, the cost of repairing any such damage shall be charged to the Member's or Designee's account.

### **Reservations and Cancellations**

1. Dinner reservations are recommended and may be required as determined by the Club. Members and Designees 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 eight (8) persons will be accommodated on an "as available" basis. A twenty-four (24) hour notice is requested for parties of more than eight (8) persons and a set menu will 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. Cancellations for Club events are subject to a twenty-four (24) hour cancellation policy. All members that do not otherwise cancel the reservation are subject to being charged no less than fifty percent (50%) of the published event price. The Club may charge full price based on the specific event and production requirements.
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.
5. Reservations for dining will be held for only fifteen (15) minutes past the reserved time.
6. No Member or Designees, nor their Immediate Family, Extended Family or Guests, shall plan or set dates for dining room activities without prior approval from the Club.

### **Gratuities**

1. For the convenience of all Members and Designees, and their Immediate Family, Extended Family and Guests, a service charge may be added to all food and beverage sales, in such amount as determined by the Club from time to time. Additional gratuities are in the sole discretion of Members and Designees, their Immediate Family, Extended Family and Guests.
2. It is customary for the Club to send a letter providing the opportunity for Members and Designees to contribute a suggested contribution to a Holiday Fund for all employees of the Club. Payment of such contribution will be voluntary and will be included on the

contributing Member's or Designee's November bill. This Holiday Fund provides the Members and Designees with an opportunity to show their appreciation to employees of the Club during the holiday season. The Club shall be responsible for the distribution of these funds.

### **Children**

1. Unless otherwise permitted by the Club, children under twelve (12) years of age are not allowed in the clubhouse unless directly 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 and Designees are responsible for the conduct and safety of their children, as well as the children of their Immediate Family, Extended Family and Guests, when utilizing the Club Facilities.

### **Attire**

General Attire – It is expected that Members and Designees 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 and Designees will advise their Immediate Family, Extended Family and Guests of the dress requirements. The Club has a published dress code that defines acceptable attire in all areas. Gentlemen and ladies are requested to dress in a fashion compatible with the appropriate occasion. Shirts and footwear must be worn at all times when on Club Facilities.

### **General Golf Rules**

1. The Rules of Golf as adopted by the USGA together with the Rules of Etiquette as adopted by the USGA shall be the rules of the Club, except when in conflict with local rules or any other rules herein.
2. "Cutting-in" is not permitted at any time without prior approval from the pro shop. All players must check in with the starter or pro shop if the starter is not present. Under no circumstances are players permitted to start play from residences.
3. Practice is not allowed on the golf course. The practice facilities should be used for all practice.
4. Speed of play: All players should complete their round in 4-1/2 hours or less. This amount of time is more than adequate, provided all players remain aware of the rights of others to play without delay. It is the responsibility of each group to keep pace with the group ahead. If a group falls one complete hole behind the group ahead, the group should allow the following group to go through. It is each group's responsibility to be observant of its position on the course and keep pace. The player assistants have the authority to keep play moving at the proper pace for all players' enjoyment. Players unable to keep proper pace may be requested to leave the golf course.



5. If a player is repeatedly warned for slow play, the Club may take such action as it deems appropriate, including without limitation, restricting the person's use of the golf course during certain times of the day.
6. All players who stop after nine holes for any reason must occupy the next tee before the following players arrive at the tee or they shall lose their position on the golf course and must get permission from the starter to resume play.
7. All tournament play must be approved in advance by the pro shop.
8. Enter and leave the bunkers at the lowest and flattest point of the bunker, please rake the affected sand upon leaving the bunker.
9. Repair all ball marks on the greens.
10. Repair all divots.
11. No more than five (5) minutes may be used to search for lost golf balls. Searching for balls other than those played by members of the group is not allowed on the golf course at any time.
12. Each player must have his or her own set of golf clubs.
13. Proper golf attire is required by all players, as previously described.
14. If lightning is in the area, all play shall cease. Although the pro shop may warn players about lightning in the area, the Club does not assume any duty to monitor or detect lightning and warn players. If Club personnel warn players about potential lightning in the area, players must stop golfing immediately and find safety.
15. Jogging, bicycling, fishing or recreational walking is not permitted on the golf course at any time. All other use of the golf course must first be approved in writing by the Club.
16. The use of cellular telephones is discouraged on the golf course. The Club reserves the right to prohibit or restrict the use of cellular phones on or about the Club Facilities.
17. No beverage coolers are permitted on the golf course unless provided by the Club.
18. Twosomes may play at the discretion of the pro shop. Twosomes should not expect to play through foursomes and should not exert any pressure on the groups ahead. Foursomes shall have the right of way.
19. Twosomes and singles shall be grouped with other players, if available, at the discretion of the pro shop.
20. Singles shall have no priority of the golf course and shall be permitted to play only at the discretion of the pro shop. Singles should not expect to play through other groups and should not exert any pressure on the groups ahead.

21. Groups of five or more players shall only be permitted on the golf course with permission of the pro shop.
22. At times the pro shop may require that singles within the same group, pair up utilizing a single cart. This determination is at the sole discretion of the pro shop.
23. Walking is permitted while golfing only during times designated by the pro shop.
24. No child under fourteen (14) years of age is permitted to play the golf course unless accompanied by an adult Member or Designee parent or guardian, unless prior approval has been obtained from the golf shop.
25. Tee reservations for golf may be made up to seven (7) days in advance. Founder Members, Rocky Mountain Members, Invitational Members, Refundable Golf Members and Designees of Refundable Corporate Golf Members, and their respective Immediate Family, have first priority. Non-Refundable Golf Members, Junior Golf Members, Preview Golf Members, Limited Golf Members and Designees of Non-Refundable Corporate Golf Members, and their respective Immediate Family, have second priority. Sports Members have third priority. Extended Family has fourth priority. Guest play will be limited pursuant to Club's posted policy on Guest play, unless prior approval has been obtained from the pro shop.
26. The Club may, from time to time, designate certain tee times as "primary playing times." During such "primary playing times," the Club reserves the right to adopt and institute reasonable restrictions and controls including, without limitation, providing that only one golf starting time may be reserved by the Member or Designee, providing that only one golf starting time may be reserved per Membership and/or restricting access by Immediate Family, Extended Family and Guests.

### **Hours of Play**

The hours of play and pro shop hours shall be posted in the pro shop. The pro shop shall determine when the golf course is fit for play.

### **Golf Starting Times**

1. All players must have a starting time reserved through the pro shop. The staff shall assign the starting time depending on availability.
2. Starting times may be made in person, by phone during pro shop hours, or via the online registration system.
3. Starting time changes must be approved by the pro shop.
4. Players who fail to cancel their starting time one hour prior to their scheduled starting time may be charged a fee for the unused rounds as determined by the Club from time to time.

5. The pro shop should be notified of any cancellation as soon as possible.

### **Registration**

1. All Members and Designees, and their Immediate Family, Extended Family and Guests, shall register in the pro shop before beginning play and all such persons should be prepared to provide their membership number and a photo ID at the time of registration.
2. Failure to check in and register ten minutes prior to a reserved starting time may result in assignment of another starting time or cancellation, at the discretion of the starter.

### **Practice Facility**

1. The practice range is open during normal operating hours as posted in the pro shop. The practice range may be closed for general maintenance at the Club's discretion.
2. Range balls are for use on the practice range and may not be used on the golf course. Personal golf balls may not be used on the driving range.
3. Golf carts are not permitted on any tee area. Parking of golf carts is allowed in designated areas.
4. Balls must be hit from designated areas. No hitting is permitted from the rough or sides of the practice range.
5. Proper golf attire is required at all times on the practice range.
6. Ball shaggers are not permitted on the practice range, unless approved and provided by the Club
7. Lessons by unauthorized professionals are prohibited.

### **General Golf Cart Rules**

1. The use of golf carts is mandatory except as otherwise allowed by these Rules and Regulations. Walking while golfing is permitted during times designated by the pro shop.
2. Privately owned carts are not allowed, unless otherwise approved by the Club.
3. Golf carts shall not be used by a Member or Designee, or by their Immediate Family, Extended Family or Guests, without proper assignment and registration in the pro shop.
4. Golf carts may only be used on the golf course when the course is open for play.
5. Golf carts may only be operated by persons at least 16 years of age having a valid automobile driver's license.
6. Only two persons and two sets of clubs are permitted per golf cart.

7. Pull carts are not permitted.
8. All golf cart traffic signs must be followed and obeyed.
9. Golf cart paths shall be used where provided, unless otherwise permitted by the pro shop.
10. Soft areas on fairways, especially after rains, should be avoided. All direction signage, poles and markers should be followed. High traffic or wet areas should be avoided when proceeding through the golf course.
11. Golf carts may never be driven through a hazard. Golf carts may not be driven into any native areas or native grasslands at any time.
12. Operation of a golf cart is at the risk of the operator. Persons who are or appear to be legally intoxicated may not operate a golf cart. Cost of repair to a golf cart which is damaged by a Member or Designee, or by their Immediate Family, Extended Family or Guests, shall be charged to the applicable Member's or Designee's account. Each Member and Designee shall be held fully responsible for any and all damages, including damages to the golf cart, that are caused by the misuse of the golf cart by the Member or Designee, or by their Immediate Family, Extended Family or Guests, and shall reimburse the Club for any and all damages the Club may sustain by reason of misuse.
13. Each Member or Designee, on behalf of themselves and their Immediate Family, Extended Family or Guests, accepts and assumes all responsibility for liability connected with operation of the golf cart. Each Member and Designee also hereby expressly indemnifies, defends and agrees to hold harmless the Indemnified Parties from any and all damages, whether direct or consequential, arising from or related to the use and operation of a golf cart by such Member or Designee, or by their Immediate Family, Extended Family or Guests.
14. "Course closed" or "hole closed" signs are to be adhered to without exception.
15. Violations of the golf cart rules may result in loss of playing privileges.

## **Handicaps**

1. The Club intends to establish a handicap committee ("Handicap Committee"), as authorized in the Membership Plan. The Handicap Committee will be responsible for all aspects of the USGA Handicap System, including the computation of each Member's and Designee's Handicap Index. The Handicap Committee must verify that all acceptable scores are reported for handicap purposes, and that recorded scores are available for peer review. In addition, the Handicap Committee has the authority to make the determination if course conditions are so poor that score posting should be suspended. If score posting is suspended for an extended period, the Club must obtain approval from its authorized golf association.
2. The Club will facilitate communication to the Members as it relates to the Handicap Committee.

3. All Members and Designees with a USGA approved handicap may participate in Club tournaments.
4. Members and Designees are responsible for turning in all their scores on a daily basis. The pro shop shall assist any Members or Designees needing help with the posting procedures.

### **Golf Course Etiquette**

Persons using the golf course should do their part to make a round of golf a pleasant experience for everyone at the Club. Here are some **suggestions** that may improve the pace of play for everyone:.

1. Do not waste time. Anticipate the club or clubs you may need, and go directly to your ball. Always be near your ball to play promptly when it is your turn. If a player is delayed in making his shot, it would be courteous for such player to indicate to another player to play which should not be deemed playing out of turn.
2. The time required to “hole out” on and around the green is a chief cause of slow play. Study and clear the line of your putt while others are doing the same. Be ready to putt when it is your turn.
3. Be sociable, but reserve your extended conversations for the 19<sup>th</sup> hole.
4. When approaching a green, park your golf cart on the cart path on the best direct line to the next tee, in order to save significant time. Never leave the golf cart in front of the green where you will have to go back and get it while the following players wait for you to move on.
5. When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Record the scoring for the completed hole while the others in your group are playing from the next tee.
6. If you are not holding your place on the course (see General Golf Rules), allow the players behind to play through. Do the same if you stop to search for a lost ball.
7. The player assistants will report slow play and all breaches of golf etiquette to the pro shop. Appropriate action will be taken by the pro shop personnel.

### **General Tennis Rules**

1. The Rules of Tennis of the USTA 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 in the pro shop ten minutes prior to their court time or the court will be released to the first name on the waiting list.
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 play on a court for 75 minutes and doubles may play on a court for an hour and a half, except for certain times designated by the pro shop.
7. Proper tennis attire is required as previously described.
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, racket throwing or profanity will not be permitted at any time. Trash and other litter must be deposited in the proper receptacles.
10. Use of tennis courts shall be subject to the control of the pro shop 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, and/or when under adverse weather conditions. The pro shop may reserve the courts for special events.
11. Children under fourteen (14) years of age are not permitted to use the tennis courts unless accompanied or supervised by an adult.

### **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. 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.
3. 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, mental, or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent the person from using the fitness facilities, equipment or amenities or engaging in exercise. Each person using the fitness

facilities assumes full risk of loss and responsibility for damage to their health in the foregoing representations are not and do not continue to remain true.

4. Regular operating hours for the fitness facilities will be posted by the Club and may change from time to time.
5. All Members and Designees, and their Immediate Family, Extended Family and Guests, must sign in utilizing the sign in book located near the fitness entrance.
6. Guest fees may be charged for the use of the fitness facilities and the Member's or Designee's account will be billed for such fees.
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 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 athletic or court shoes may be worn in the fitness facility and in the aerobics studio.
9. Smoking and alcoholic beverages are prohibited at the fitness facility. No food may be brought onto the premises. Water bottles with a lid are permitted.
10. Members and Designees, and their Immediate Family, Extended Family and Guests, assume full risk of loss and responsibility for damage to their health.
11. No clothing or personal articles may be stored under benches or in the common areas.
12. Children under 16 years of age are not permitted to use the fitness facilities unless accompanied or supervised by an adult.
13. Unaccompanied minors utilizing the fitness facility will be required to submit an acknowledgement and release waiver signed by their parent prior to being allowed to use the fitness facility.
14. Horseplay, profanity, disruptive conduct and indiscreet behavior at the fitness facilities is strictly prohibited.
15. Stereos, televisions, and tapes should be enjoyed at a volume so as not to disturb fellow members.
16. All loose jewelry must be removed prior to exercising as loose items may become entangled in equipment and cause significant injury and/or damage to the facility.
17. Prior to using the fitness facilities, all persons may be requested to complete a release form, which will set forth certain information regarding the person, such as amount and type of experience, as well as a release of the Indemnified Parties from any liability, loss, cost or damage arising from the person's use of the fitness facility. Notwithstanding the

foregoing, persons are responsible for their own safety and health, and shall be deemed to have assumed the risk of using the fitness facility and are deemed to have released the Indemnified Parties from any liability, loss, cost or damage arising from the person's use of the fitness facility.

**MEMBERS AND DESIGNEES, AND THEIR IMMEDIATE FAMILY, EXTENDED FAMILY AND GUESTS, ASSUME FULL RISK OF LOSS AND RESPONSIBILITY FOR DAMAGE TO THEIR HEALTH.**

**OWNER'S AUTHORITY.**

All matters subject to Owner's (or the Club's) review, consent, approval or discretion pursuant to these Rules and Regulations shall be reviewed and approved or disapproved by Owner (or the Club) in its sole and absolute discretion.