

# **The Club Fundadores**

## **RULES**

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## **PREAMBLE**

These Rules (as amended from time to time, the “Rules”) for The Fundadores Beach Club (the “Club”) are intended to be a guide to the use of the Club Facilities. They are not intended to deal with all conceivable issues that may be presented for governance. These Rules are established by the Club to protect the Club Facilities and to promote the health, safety, welfare and enjoyment of the members, their families and guests and all other persons using the Club 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 and behavior. The Club may amend these Rules from time to time as it determines appropriate in its sole discretion. Where these Rules refer to the Club taking action or having certain rights, the Club (Final Trust to be established in 2018) and the Fundadores HOA Surveillance Committee shall have the sole and exclusive right to take such action and shall have such rights.

## **GENERAL CLUB RULES**

1. Members, their families and their guests shall abide by all rules of the Club 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 may also be closed for scheduled maintenance and repairs, as well as for private functions.
3. Performance by entertainers or outside groups will be permitted on the Club Facilities only with the permission of the Club.
4. Restaurant or event lawn 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 during the hours or at locations prohibited by law. No alcoholic beverages will be sold or served to any person not permitted to purchase the same under the laws of the State of Baja California Sur, or any applicable laws, ordinances or regulations. 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 or exhibits poor behavior.
6. All food and beverages consumed on the Club Facilities must be furnished by the Club unless otherwise pre-approved by the Club.
7. Employees are permitted to deliver food or alcoholic beverages to private homes or locations away from the immediate area of the clubhouse or other designated areas of the Club only with the permission of the Club.

8. Commercial advertisements shall not be posted or circulated in the Club nor shall solicitations of any kind be made on 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 Club property.
9. 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.
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 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 should not request or solicit special personal services outside the club from employees of the Club who are on duty or have 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 those assisting persons with disabilities) are not permitted on the Club Facilities, except with the permission of the Club. If 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.
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 or Beach Club Committee.
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 or Restaurant Manager and no member or guest shall reprimand or discipline any employee, nor shall a member request an employee to leave the Club Facilities 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. All "No Parking" signs must be observed. Vehicles parked in violation of "No Parking" signs may be towed at the owner's expense. Off-Road, Razr's and ATV vehicles may park in designated arroyo areas adjacent to the Club.
16. Smoking is permitted only in areas designated by the Club from time to time. No smoking is permitted in the restaurant, palapa bar, or gym at any time.
17. Cell phone use (for voice calls) is permitted only in designated areas and not in the restaurant, gym or inside the palapa bar. E-mail, texting and checking voice mail are permissible throughout the Club.

18. No fireworks are permitted anywhere on Club property or adjacent areas unless part of a fireworks exhibit organized and conducted by, or with the permission of the Club.
19. Firearms and all other weapons of any kind are not permitted on Club property at any time.
20. Use of the Club Facilities may be restricted or reserved from time to time by the Club.
21. Violation of any of these rules or conduct in a manner prejudicial to the best interest of the Club will subject the person in violation to disciplinary action by the Club in accordance with these Rules.
22. The personnel of the Club will have full authority to enforce these Rules and any infractions will be reported to the management of the Club.

### **MEMBERSHIP CARDS**

1. The Club will issue a membership card to the member and the other members of his or her immediate 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 twelve (12) or over the age of 21. Members and their families must have their membership cards with them at all times while using the Club Facilities.
2. A membership card may not be used by any person other than the person to whom it is issued. Membership cards are not transferrable.
3. In order to protect members from improper charges, membership cards may be required at the point of sale for all transactions.
4. Membership cards will be mailed to the members at the address designated by the member or held for pick-up at the HOA Office or Club 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 cancelled and the Club will issue a new membership card. 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 an annual basis as part of the annual HOA dues unless otherwise determined by the Club.
2. All members shall provide the Club with one credit card to which the member authorizes the Club to charge fees and charges and the member shall substitute such credit card with another credit card when it expires. Such charges shall be paid at the time of service. Cash payments may or may not be permitted as determined by the Club from time to time.
3. The credit card company shall pay fees and charges to the Club. Members will receive a written statement of their fees and charges, which have been charged to their credit card. All members agree to promptly pay directly to the Club any amounts not paid by the credit 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 card on file with the Club at all times.
4. If the member fails to pay any amounts not paid by the credit 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 termination of access to 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 a membership 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.

## **GRATUITIES**

1. For the convenience of all members, a gratuity percentage, as determined from time to time by the Club, may be added to all food and beverage sales. A member may increase the gratuity percentage by signing the ticket invoice and changing the amount of the gratuity as the member deems appropriate.
2. Cash tipping is not permitted by members of the Club except with respect to parking attendants and outside services.
3. It is customary for the Club to send a letter providing an opportunity for members to contribute a suggested contribution to a Holiday Fund for all Club employees. 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.

## **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 10 days after they have been emailed to the address on file with the Club or personally delivered to member's homes in Puerto Los Cabos.
2. The Club must be notified in writing of any change of address or contact information. 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.
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 should be in writing, signed by the member and emailed or addressed to the Club or restaurant 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 and recreational events in which all members are encouraged to participate.

2. The Club desires to encourage the use of the Club 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 or events are permitted at the Club only with prior permission of the Club and a security deposit deemed appropriate by the Club. The individual sponsoring the function shall assume full responsibility for the conduct of guests and the removal of any furnishings or debris. The sponsor of the function shall be responsible and pay for any damage to the Club Facilities and for the payment of any charges not paid by individuals attending the private function. A Security Deposit will be held until after the event in the case of any damage to the Club or its furniture, fixtures or equipment.
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 is otherwise improper, may be reprimanded, fined, suspended or physically expelled from the Club and have all privileges associated with the membership suspended by the Club. The Club shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) allowing his or her membership card to be used by another person, (ii) failing to pay any amount owed to the Club in a proper and timely manner, (iii) failing to abide by the rules and regulations as set forth herein and as established by the Club from time to time, (iv) abusing Club personnel or employees or other Club members, (v) conviction of a felony (member or spouse), or (vi) acting in a manner incompatible with the standard of conduct of the existing membership or which would likely injure the reputation of the members of the Club.
2. Any member accused of improper conduct shall be notified of the Club's proposed disciplinary action. The Club may, without notice and without a hearing, immediately suspend some or all privileges associated with a membership.
3. The Club may restrict or suspend some or all of a member's, family member's and/or guest's privileges. 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 the member 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 dues or any other fees. During the restriction or suspension, dues and other charges shall continue to accrue at an interest of the lessor of: (i) the maximum rate of interest which is legally permitted under applicable law, or (ii) the rate of eighteen percent (18%) per annum and shall be paid in full prior to reinstatement as a member in good standing.

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

1. Each member as a condition of membership and each guest as a condition of invitation to the Club 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 Club Facilities, whether in lockers or elsewhere, and whether resulting from theft or any other cause whatsoever. To the extent permitted by applicable law, any such personal property which may have been left in or on the facilities for three 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.
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 indemnify, defend and hold the (NEW TRUST NAME OR SURVEILLANCE COMMITTEE), any manager of the Club Facilities, their affiliates, their successors and assignees and their respective shareholders, partners, directors, officers, trustees, members, employees, representatives, agents and members of the Club's Surveillance or advisory 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 Club Facilities, arising out of or incident to membership in the Club and/or from any action or omission of any of 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 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 of (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. Reservations may be required from time to time as determined by the Club for the use of restaurant, beach palapas, palapa bar, event lawn, and other facilities and equipment of the Club. Reservations shall be accepted on a first-come, first-served basis by pre-registering with the appropriate personnel of the Club. Reservations for parties of more than 10 persons will be accommodated on an "as available" basis. Club members in residence shall have priority over guests and renters.
2. Members are asked to assist in maintaining required service levels by making reservations for dining prior to 5:00pm on the day involved. A 24 hour notice is requested for parties of more than 10 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 3:00pm on the day involved.
3. 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. The club will make its best efforts to accommodate members for special table requests, but cannot guarantee availability.
4. Reservations for dining will be held for only 15 minutes after the reserved time.
5. No member or committee shall plan or set dates for dining room activities without prior approval of the Club.

## **MEMBER ONLY AREAS**

The Club may establish, from time to time, "member only" areas, for use by members and their invited guests. These areas may be used only when a member is in attendance. The Club may limit the number of guests allowed into a "members only" area.

## **CHILDREN**

1. Unless permitted by the Club, children under 12 years of age are not allowed at the Club Facilities unless accompanied and supervised by an adult.

2. Members are responsible for the conduct and safety of their children when enjoying the Club 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 at all times when on Club Facilities other than in the locker rooms and at the pool or beach areas. All other Club Facilities require appropriate cover-ups.

## **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 Club Facilities only in accordance with the privileges of the membership of the sponsoring member. The Club may establish from time to time daily guest fees, charges and the rules and regulations for use of the Club Facilities by guests. 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. 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 and not renting said residence in Puerto Los Cabos or other communities designated by the Sponsor. All other guests of a member shall be considered day guests. The Club shall have the right to host guests from time to time in their sole discretion.

## **HOUSEGUESTS**

1. Houseguests must be registered by the sponsoring member with the Membership Office, prior to the arrival of the guests. Application forms requesting houseguests' 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 Puerto Los Cabos/Fundadores and not renting said residence. To provide membership privileges for a houseguest, the sponsoring member must initiate the application for houseguest membership at least 48 hours prior to the arrival date of the houseguest.
2. No remuneration or other consideration can be paid or given by a houseguest to the member. If the member receives a remuneration from a person staying in the member's residence and the member sponsors such a person as a houseguest, the member is in violation of Club rules and is subject to being disciplined.

3. Guest cards for houseguests will be issued for the length of stay. 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 Club Facilities unaccompanied by the member in accordance with the rules and regulations adopted by the Club from time to time.
5. Houseguests may be charged a temporary houseguest membership fee for each one week period in addition to any daily use fees as determined from time to time by the Club.
6. The houseguest can utilize a credit card for anything purchased at the Club during their stay. The sponsoring member is responsible for all charges made by his or her houseguests, which are unpaid after the customary billing and collection procedure of the Club.
7. Houseguests must have their guest card with them at all times while using the Club Facilities.
8. The Club reserves the right to require identification by each houseguest.
9. 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.
10. 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, require such houseguest to surrender the guest card and leave the premises of the Club.

#### **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 Club Facilities as a guest of a member during each membership year.
2. Unless otherwise permitted by the Club, all day guests must be accompanied by the sponsoring member.
3. A particular individual using the Club 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 may be charged guest fees for use of the Club Facilities as determined from time to time by the Club.

4. Guest charges for any services not paid for by the guest's credit card will be charged against the sponsoring members' credit card.
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 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.

## **RENTERS**

Renter privileges may be extended under the rules established by the Club from time to time. Renters will be entitled to use Club Facilities only in accordance with the privileges of the sponsoring members upon payment of annual renter dues for homes that are rented at any time during the year. The Club may also, from time to time, establish daily renter fees or charges associated with daily activities (e.g. classes, beach amenities, etc.). Although it is the intention of the Club to accommodate renters without inconvenience to the members, the Club reserves the right to limit the number of renters that can attend the Club on any given day. The Club shall establish from time to time the rate of annual dues and daily renter fees, charges and the rules and regulations for use of the Club Facilities by renters. Renter privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club, in its sole and absolute discretion.

1. The Club requires that the sponsoring member of the Club register all renters at least 5 business days in advance of arrival. Each occupant of a rented dwelling must be registered individually.
2. The Club reserves the right to require identification by each renter.
3. Renter charges for any service not paid for by the renter's credit card will be the responsibility of the sponsoring member and charged against the sponsoring member's credit card. Cash payments are not permitted.
4. Renter privileges may be limited by the Club from time to time in the sole and absolute discretion of the Club. The Club will give notice of such limitations.
5. The sponsoring member shall be responsible for the conduct of renters while at the Club. If the manner, deportment or appearance of any renter is deemed to be unsatisfactory, the Club will ask the renter to leave the premises and the sponsoring member will be notified.

## GENERAL POOL RULES

1. Use of the pool/spa at any time is at the swimmer's own risk. Any injuries or accidents should be reported to the attendant or manager immediately.
2. Children 12 years and younger must be accompanied and supervised by an adult at all times.
3. Children who cannot swim must be accompanied by a parent or guardian at all times while in the pool areas. There is no pool or beach lifeguard and the Club cannot be held responsible for any injury or liability.
4. Children must be three years of age to use the pool. Children, not toilet trained, must wear swim diapers.
5. Swimming is permitted only during designated hours. The pools are officially closed when a "CLOSED" sign is posted.
6. If a person has been swimming in the ocean, the person is requested to shower before entering the pool.
7. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool areas. Trash should be placed in the proper receptacles located throughout the pool areas.
8. Food is allowed only in designated areas of the pool facilities.
9. All swimmers must wear bona fide swimming attire. Cut-offs, dungarees and Bermuda shorts are not considered appropriate swimwear. Shoes or other foot coverings and caftans or shirts must be worn outside the swimming pool areas.
10. Personal listening devices (phones, iPods, tablets, etc) are permitted only when played at a sound level that is not disturbing other members and guests. The pool staff has the authority to turn these devices off when they deem it appropriate.
11. Pets, bicycles, skateboards, play balls of any type and coolers are not permitted in the pool areas.
12. Lifesaving and pool cleaning equipment should be used only for the purposes intended.
13. Running, ball playing and hazardous activities are not permitted in the pool areas. Pushing, dunking and dangerous games are prohibited.
14. Diving is not permitted at the pool.

15. 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.
16. Throwing footballs, Frisbees, tennis balls, or other objects, spitting or spouting water, and tag games are not allowed in the pool areas. The pool staff has the authority to expel from the pool areas anyone who does not follow these Pool Rules or whose conduct is otherwise unbecoming of a member.
17. Swimming parties or water aerobics may be arranged through the Club in advance of the occasion.
18. 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.
19. All persons using the pool areas are urged to cooperate in keeping the areas clean by properly disposing of towels, cans, cigarettes, and all other trash in the proper receptacles.
20. Smoking is permitted only in designated sections of the pool area as determined by the Club from time to time.
21. Flotation devices are permitted for non-swimming children up to 5 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 remove 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.
22. Persons who leave the pool areas for over 30 minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from the pool areas is prohibited.

#### **GENERAL BEACH EQUIPMENT RULES**

Ocean kayaks, snorkeling gear, paddle boards and other equipment made available from time to time shall be made available on a "first come, first served basis" unless equipment has been reserved in advance. Time limits on usage may be established by the Club from time to time. The fees and service charges for each use may be established by the Club from time to time. Each member and their guest or renter shall be solely responsible for the safe operation and use of all such equipment, as well as for damage to or loss of the equipment. Deposits may be required by the Club.

## **BEACH CLUB CHAIRS/UMBRELLAS**

The Club will provide a limited number of sand chairs and umbrellas for use on the beach. These are only available for use directly in front of the Club and may not be taken to any other locations. The Club may establish fees and service charges for each from time to time.

The Club will allow limited storage for members' personal beach chairs and umbrellas. Items in storage will require appropriate labeling to identify the member. These items cannot be allowed in storage during the summer season, as the Club requires all available storage space in the event of storms. The Club will not be responsible for the maintenance of these chairs and will limit the numbers in storage at its sole and absolute discretion. The Club may establish fees and service charges for storage from time to time.

Persons who leave the beach areas for more than 30 minutes must relinquish Club owned lounges and chairs by removing all towels and personal belongings. Saving chairs and lounges for persons absent from the beach is prohibited.

## **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. 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.
5. Regular operating hours for the fitness facilities will be posted by the Club and may be changed from time to time.
6. A completed and signed health questionnaire may be required before using the fitness facilities. No physician or nurse will be on duty.



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 aerobic or court shoes may be worn at the fitness facility. No black-soled shoes shall be permitted at the fitness facility.
9. Pregnant women should not use those fitness facilities that would elevate their core body temperature.
10. Smoking and alcoholic beverages are prohibited at the fitness facility. No food or drink may be brought onto the premises.
11. Members, family members and guests assume full risk of loss and responsibility for damage to their health.
12. No clothing or personal articles may be stored under benches or in the common areas.
13. Children under 16 years of age are not permitted to use the fitness facilities unless accompanied or supervised by an adult.
14. Horseplay, profanity, disruptive conduct and indiscreet behavior at the fitness facilities are strictly prohibited.
15. Personal music players are to be used with headphones unless otherwise approved by the Club. Phone calls are prohibited from fitness facilities except in the case of emergencies.
16. From time to time, the Club may charge guest/renter fees for use of the fitness facilities and fitness classes. If fees are established, the guest/renter must pay for these with a credit card. As with all other guest/renter charges, payment must be made with a credit card and any unpaid charges will be billed to the sponsoring member's account.

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

***All Rules are subject to change from time to time without notice.***