

AMENITY PROGRAM
THE CLUB AT MAUNA KEA RESORT

Kama'aina

RULES AND REGULATIONS
January 1, 2011 - December 31, 2011

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PREAMBLE

These Rules and Regulations are established to promote the health, safety, welfare and enjoyment of the Participants, their immediate family members and their guests and all other persons using the Club Facilities under the Amenities Program at The Club at Mauna Kea (“The Club”). All capitalized terms not defined herein shall have the meaning ascribed to them in the Plan of Participation for the Amenities Program at The Club at Mauna Kea. Where these Rules and Regulations refer to The Club taking action or having certain rights, the “Owner” referred to in the Plan of Participation shall take such action and have such rights. These Rules and Regulations may be amended by The Club from time to time and are effective from January 1, 2011 to December 31, 2011.

GENERAL CLUB RULES

1. Participants, their immediate family members and their guests shall abide by all rules and regulations in effect from time to time, including, without limitation, all posted rules and regulations.

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 for scheduled maintenance and repairs. The Club reserves the right to close portions of the Club Facilities and to hold events from time to time.

3. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club Facilities in any manner prohibited by law. The Club reserves the right to refuse service to a Participant, a Participant’s immediate family members or a Participant’s guest when that Participant, immediate family member or guest appears to be intoxicated or under the legal drinking age.

4. All food and beverages consumed at the Club Facilities must be furnished by The Club, except as otherwise permitted.

5. Employees are permitted to deliver food or alcoholic beverages to locations away from food and beverage outlets or other designated areas of the Club Facilities only with the permission of The Club and in conformance with the Owner’s liquor license.

6. Commercial advertisements shall not be posted or circulated at the Club Facilities nor shall solicitations of any kind be made at the Club Facilities or upon club 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 at the Club Facilities.

7. Participants shall not use the roster or list of Participants for solicitation or commercial purposes.

8. 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.

9. The Club Facilities shall not be used in connection with organized religious services or other activities except as may be approved by The Club.

10. Participants should not request special personal services from employees who are on duty or the personal use of furnishings or equipment at the Club Facilities which are not ordinarily available for use by Participants.

11. Dogs or other pets (with the exception of service animals, as defined under the Americans with Disabilities Act) are not permitted on the Club Facilities, except with the permission of The Club. Where dogs are permitted on the grounds, they must be on a leash. Participants are responsible for damage caused by an animal owned by the Participant or under the Participant's control.

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

13. 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.

14. Smoking is not permitted at the Club Facilities except in designated areas.

15. Absolutely no fireworks are permitted anywhere on the Club Facilities or adjacent areas unless part of a fireworks exhibit organized and conducted by The Club.

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

17. Use of the Club Facilities may be restricted or reserved from time to time by The Club.

18. Participants, their immediate family members and their guests are required to comply with all posted rules and regulations.

19. 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.

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

21. In no event shall The Club discriminate against any individual because of the individual's race, sex, gender identity, sexual orientation, color, religion, ancestry, familial status, age, disability, marital status or HIV infection.

MEMBERSHIP CARDS

1. The Club will issue a Participation Card and Key Tag to the Participant and the Participant's immediate family members (including significant others). Participation Cards will only be issued upon payment of annual fees by the Participant and approval as a Participant for the subject calendar year by The Club. Participation Cards will not be issued to children under the age of fourteen (14). Participant and their immediate family members must have their Participation Card or Key Tag with them at all times while using the Club Facilities. Participation Cards are not transferable. In order to protect Participants from improper charges, The Club may require Participation Cards or Key Tags to be presented at the point of sale for all transactions.

2. Participation Cards and Key Tags will be mailed to the Participants at the address designated by them or held for pick-up at the Membership Office as determined by The Club.

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

MEMBER DUES AND CHARGES

1. Annual fees will be payable in advance unless otherwise determined by The Club. Other charges are due and payable within thirty (30) days of the Participant's receipt of an invoice therefor, unless otherwise determined by The Club.

2. Participants shall provide The Club with one credit card to which the Participant authorizes The Club to charge fees and charges which become delinquent and the Participant shall substitute such credit card with another credit card when it expires. Upon approval of The Club, the Participant will then be entitled to credit and charge privileges at the Club Facilities so long as his or her participation privileges are in good standing. Cash payments will be permitted unless otherwise determined by The Club from time to time.

3. Participants have the option of having fees and charges billed to their credit card on file with The Club, or billed directly to their club account. Such charges will be billed on a monthly basis and Participants will receive a written statement of their charges. All Participants agree to pay directly to The Club any amounts not paid by the credit card company within ten (10) days of receipt of written notice from The Club.

4. Club accounts shall be deemed delinquent from the date first billed if payment is not received within thirty (30) days after the date of the monthly statement. Past due bills will be subject to a one and one-half percent (1.5%) interest charge per month, but not to exceed the maximum amount permitted by law. The interest charge shall accrue thirty (30) days from the date of the monthly statement until the account is paid in full. Participants having past due bills may be charged a reinstatement fee at the discretion of The Club to reactivate an account once it is deemed delinquent.

5. If a Participant fails to pay any club account within thirty (30) days of when it is first billed, The Club shall have the right to suspend participation privileges at any time until the delinquent account is paid in full. Continued delinquency for a period of sixty (60) days from the date a club account is first billed or delinquency on payment by a Participant for more than thirty (30) days on two occasions in any calendar year may result in termination of the Participant's participation privileges in The Club.

6. If the account of any Participant 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 Participant or to enforce any other liability of any Participant to The Club, and if judgment is obtained by The Club, the Participant 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 Participant shall be responsible for filing with The Club's Administration Office, in writing, preferably on a form provided by The Club, his or her mailing address and any changes thereto, where the Participant wishes all notices and invoices to be sent. A Participant shall be deemed to have received mailings from The Club ten (10) days after they have been mailed to the address on file with The Club. In the absence of an address on file at The Club's Administration Office, any mailing may, with the same effect described above, be addressed as the General 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 notices, bulletins and any other communications, and a violation of these Rules and Regulations.

MEMBERSHIP CORRESPONDENCE

Complaints, criticisms or suggestions concerning the management, service or operation of The Club shall be in writing, signed by the Participant and addressed to the "Director of Membership" at The Club's Administration Office. Errors in billing charges should be directed to the attention of the "Accounting Department" at The Club's Administration Office.

PRIVATE FUNCTIONS

Private functions are permitted at the Club Facilities only with prior permission of The Club. The individual Participant sponsoring the function shall assume full responsibility for the conduct of guests and the removal of any decor. The Participant sponsoring 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.

RESIGNATION OF MEMBERSHIP

1. A Participant may resign his or her participation privileges in The Club by delivering written notice of resignation to The Club's Administration Office. A Participant's participation privileges shall be deemed to have been resigned as of the date which is thirty (30)

days after The Club receives written notice of the Participant's resignation. Resignation is irrevocable unless otherwise determined by The Club.

2. Notwithstanding any resignation, the Participant and his or her spouse/partner shall remain liable for any amounts unpaid on the Participant's account.

DISCIPLINE

1. Participants are responsible for their own conduct and for the conduct of their immediate family members and guests. Any Participant whose conduct or whose immediate family member'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, the Owner (and its affiliates), or the Club Facilities or is otherwise improper, may be reprimanded, fined, suspended or expelled from The Club and have all participation privileges suspended or terminated by The Club. The Club shall be the sole judge of what constitutes improper conduct.

2. The Club may restrict or suspend some or all of a Participant's, a Participant's family member's and/or guest's privileges. No Participant may on account of any restriction or suspension be entitled to any refund of any fee or charges. During the restriction or suspension, fees and charges shall continue to accrue and shall be paid in full prior to reinstatement as a Participant in good standing.

3. The participation privileges of any Participant who has been expelled pursuant to the terms hereof shall be treated as being terminated as of the date the Participant is expelled. A Participant who has been expelled is not entitled to any refund whatsoever.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each Participant as a condition of participation in The Club assumes sole responsibility for his or her property. Neither The Club nor any manager of the Club Facilities shall be responsible for any loss or damage to any private property used or stored on the Club Facilities, whether in lockers or elsewhere. Any such personal property which may have been left in or on the facilities for six (6) 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 any property or furniture belonging to The Club or its affiliates without proper written authorization. Every Participant shall be liable for any property damage caused by the Participant or any of the Participant's immediate family members or guests. The cost of such damage shall be charged to the responsible Participant's account.

3. Any Participant, the Participant's immediate family member or 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 its affiliates, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by The Club or its affiliates shall do so at his or her own risk. The Participant and his or her immediate family members and guests release and shall hold The

Club, its affiliates, any manager of the Club Facilities and their respective shareholders, partners, directors, officers, members, employees, representatives, agents (collectively, the “Indemnified Parties”) harmless, from and with respect to, 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 participation in The Club and/or from any act or omission of any of the Indemnified Parties. Any Participant 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 immediate family member.

4. 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 its affiliates or on any other claim or matter in connection with participation 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. Reservations are required for most activities and shall be accepted on a first-come, first-served basis by pre-registering with the appropriate personnel.

2. Reservations for dining will be held for only fifteen (15) minutes after the reserved time.

3. Not less than twenty-four (24) hours notice shall be required for any cancellation. Any cancelled reservations after that time may be charged the then applicable Hotel guest rate for that event.

GRATUITIES

1. A fixed gratuity may be added to all food and beverage purchases, which gratuity may be allocated by The Club between service fees to employees as tips or wages and service fees for costs or expenses other than tips or wages of employees. Gratuities for special functions may be higher than the gratuities for a la carte dining.

2. Cash tipping is permitted.

CHILDREN

1. Unless permitted by The Club, children under fourteen (14) years of age are not allowed at the Club Facilities 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. Juniors who are ten (10) or older but under the age of eighteen (18), must be accompanied by an adult when playing golf. Children under the age of ten (10) are not permitted to play golf, unless otherwise determined by the golf staff.

4. Participants are responsible for the conduct and safety of their children when at the Club Facilities.

ATTIRE

1. It is expected that Participants will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of The Club. It is also expected that Participants 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. Shirts and shoes must be worn at all times when at the Club Facilities, other than at the swimming, beach, spa and locker facilities. Blue denim along with other appropriate attire must be in good repair (no tears or slits).

4. Proper golf attire is required for all players. Proper attire shall mean the following:

- Men: Shirts with collars and sleeves and slacks or Bermuda shorts of mid-thigh length are considered appropriate attire. Mock polo shirts are the only non-collared shirts permitted. Tank tops, tee shirts, mesh shirts, sweat pants, warm-up suits, blue jeans, swim wear, short shorts, cut-offs, gym shorts, tennis outfits or other athletic shorts are not permitted.
- Women: Dresses, skirts, slacks, mid-length shorts and blouses are considered appropriate attire. Halter tops, tee shirts, cut-offs, sweat pants, warm-up suits, blue jeans, swim wear, tennis dresses, short shorts, or other athletic shorts are not permitted.
- Golf Shoes: Appropriate golf shoes are required for all golfers. Football, soccer or other large knobby spike shoes are not allowed. Tennis shoes or other soft sole shoes are subject to the approval of the golf professional on duty. Use of non-metal spikes of a type approved by The Club is mandatory.

This dress code is mandatory for all players. Improperly dressed golfers shall be asked to change before playing. If you are in doubt concerning your attire, please check with the pro shop before starting play.

ACCOMPANIED GUESTS

1. The Club reserves the right to restrict accompanied guest access during peak periods.
2. The same accompanied guest cannot play golf more than four (4) times in any calendar year regardless of the sponsoring Participant. No more than three (3) accompanied guests can be sponsored to use the Club Facilities on any given day unless permitted by The Club.
3. A particular individual using the Club Facilities as an accompanied guest must be registered by the sponsoring Participant with The Club. The Club reserves the right to require identification by each accompanied guest. Accompanied guests will be charged guest fees for use of selected Club Facilities as determined from time to time by The Club.
4. Accompanied guest charges for any goods or services must be paid for with cash or major credit card at time of service.
5. Accompanied guest privileges may be limited by The Club, from time to time.
6. The sponsoring Participant shall be responsible for all unpaid charges incurred by the accompanied guest. The sponsoring Participant is also responsible for the conduct of an accompanied guest while at the Club Facilities and is liable to The Club for any damages, costs, injuries or other liability suffered or incurred by The Club as a direct or indirect result of the conduct or actions of the sponsoring Participant's accompanied guests. If the manner, deportment or appearance of any accompanied guest is deemed to be unsatisfactory, the sponsoring Participant shall, at the request of The Club, cause such accompanied guest to leave the premises.

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 with any of the rules herein.
2. "Cutting-in" is not permitted at any time. All players must check in with the starter or golf shop.
3. Practice is not allowed on the golf courses. The practice facilities should be used for all practice.
4. Speed of play: It is the goal of all players to complete their round in less than four and one-half hours. 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 assistant has 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 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 a golf course during certain times of the day.

6. All players who stop after playing 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 Club.

8. Enter and leave bunkers at the nearest level point to the green and smooth sand over with a rake upon leaving.

9. Repair all ball marks on the green.

10. Repair all divots.

11. Searching for balls other than those played by members of the group is not allowed on the courses at any time.

12. Each player must have his or her own set of golf clubs.

13. Proper golf attire is required for all players, as previously described.

14. If lightning is in the area, all play shall cease. Although the pro shop staff may warn players about lightning in the area, of which it is aware, The Club does not assume any duty to detect lightning and warn players. If Club personnel warn players about potential lightning in the area, players must stop play immediately.

15. No beverage coolers are permitted on the course unless provided by The Club.

16. "Discontinued Play" Policy: less than three (3) holes played - full eighteen (18) hole credit; less than twelve (12) holes played - nine (9) hole credit.

17. 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.

18. Twosomes and singles shall be grouped with other players, if available, at the discretion of the pro shop.

19. Singles shall have no priority on 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 groups ahead.

20. Groups of five (5) or more players shall only be permitted on the golf course with the permission of the pro shop.

21. The Club reserves the right to implement a caddie program. In the event such a program is implemented, caddies will be available for Participants and their guests.

HOURS OF PLAY

The hours of play and pro shop hours shall be posted in the pro shop. The Director of Golf or his or her designee shall determine when a golf course is fit for play.

GOLF STARTING TIMES

1. The staff shall assign the starting time depending on availability.
2. Starting times may be made in person or by phone during pro shop hours according to The Club's tee time reservation policies.
3. Starting time changes must be approved by the pro shop.
4. Participants should notify the pro shop of any cancellation as soon as possible. Participants who fail to cancel a starting time at least twenty-four (24) hours in advance are subject to a cancellation fee determined by The Club.

REGISTRATION

1. All Participants and guests must register in the pro shop before beginning play.
2. Failure to check in and register ten (10) minutes prior to a reserved starting time may result in assignment of another starting time or cancellation, at the discretion of the starter.

PRACTICE RANGES

1. A practice range is open during normal operating hours as posted in the pro shop. A 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 courses.
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.
5. Proper golf attire is required at all times on the practice range.
6. Lessons by unauthorized professionals are prohibited.

GENERAL GOLF CART RULES

1. The use of golf carts on paths is mandatory when posted.
2. The Club reserves the right to permit walking.
3. Golf carts shall not be used by a Participant or guest on the Club Facilities without proper assignment and registration in the pro shop. Privately-owned golf carts are not permitted on the Club Facilities.
4. Golf carts may only be used on a golf course when the course is open for play.
5. Golf carts may only be operated by persons sixteen (16) years of age or older.
6. Only two (2) persons and two (2) sets of golf clubs are permitted per golf cart.
7. In the event The Club permits walking, then pull carts may or may not be permitted in The Club's discretion.
8. Obey all golf cart traffic signs.
9. Always use golf cart paths where provided.
10. Be careful to avoid soft areas on fairways, especially after rains. Use roughs whenever possible.
11. Never drive a golf cart through a hazard.
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 the Participant, a Participant's immediate family member or a guest of the Participant shall be charged to the Participant. Each Participant and guest of The Club 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 Participant, his or her immediate family members or guests, and shall reimburse The Club and/or any operator of the Club Facilities for any and all damages any of them may sustain by reason of misuse.
13. Each Participant accepts and assumes all responsibility for liability connected with operation of the golf cart. The Participant also expressly indemnifies and agrees to hold harmless the Indemnified Parties from any and all damages, whether direct or consequential, arising from or related to the Participant's, his or her immediate family members' or guests' use and operation of the golf cart.
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 golf cart privileges and/or playing privileges.

GOLF COURSE ETIQUETTE

Persons using the golf courses should do their part to make a round of golf a pleasant experience for everyone. Here are some suggestions:

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 19th 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 golf marshals will report slow play and all breaches of golf etiquette to the golf staff. Appropriate action will be taken by the golf staff.

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 tennis pro shop. Reservations can be made twenty-four (24) hours in advance for court bookings. No standing reservations will be accepted.

3. All players must check in and register at the tennis pro shop ten (10) 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 twenty-four (24) hours prior to their scheduled court time or do not register ten (10) minutes prior to their court time may be charged a fee to be determined by The Club.

5. Members can play for sixty (60) minutes. At the end of their playing period, players must promptly relinquish their court to the next players. Once a Participant is off the court, the Participant may sign up for the next available court time.
6. Proper tennis attire and non-streak making shoes are required.
7. Smoking is not permitted on or near the tennis courts at any time.
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.

GENERAL POOL RULES

1. Use of the pools at any time is at the swimmer's own risk. Any injuries or accidents should be reported to the attendant immediately.
2. Persons using the pool facilities may be requested to show their Participation Card or guest card, if applicable, to Club personnel.
3. Cabanas, umbrellas, lounges and chairs are available on a first-come, first-served basis and are provided, subject to availability, at the time of arrival.
4. Children under fourteen (14) years of age must be accompanied by an adult, unless further restricted by state law.
5. Children who cannot swim must be accompanied by a parent or guardian at all times while in any of the pool areas.
6. Children must be three (3) years of age and toilet trained to use the pools. Children wearing diapers are not permitted in the pools, unless such children are wearing swimming diapers approved by The Club.
7. Swimming is permitted only during designated hours. The pools are officially closed when a "CLOSED" sign is posted.
8. Showers are required before entering a pool.
9. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool areas. Trash should be placed in the containers located throughout the pool areas.
10. Food is allowed only in designated areas of the pool facilities.
11. 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 other than at the pools or the locker rooms. Shoes or other foot coverings and caftans or shirts must be worn outside the swimming pool and locker areas.

12. Radios, televisions, I-pods, cell phones and the like may be listened to if played at a sound level which does not negatively affect the enjoyment of other members and guests.

13. Animals, bicycles, skateboards, play balls of any type and coolers are restricted from the pool areas.

14. Lifesaving and pool cleaning equipment should be used only for the purposes intended.

15. Running, ball playing and hazardous activity are not permitted in the pool areas. Pushing, dunking and dangerous games are prohibited.

16. Diving is not permitted unless otherwise indicated at a pool.

17. 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.

18. Throwing footballs, frisbees, tennis balls, or other objects, spitting or spouting water, and tag games are not allowed in the pool areas. Subject to the foregoing restrictions, 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. Tire inner tubes are not permitted, however, flotation devices are permitted for non-swimming children up to five (5) years of age and 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 expel from the pool areas anyone who fails to cooperate in following and/or comply with these Pool Rules or whose conduct is otherwise unbecoming of a Participant.

19. Swimming parties may be arranged through The Club in advance of the occasion.

20. 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.

21. All persons using the pool areas are urged to cooperate in keeping the area clean by properly disposing of towels, cans, etc.

22. Persons who leave the pool area for over thirty (30) minutes must relinquish lounges, chairs, umbrellas and cabanas and must remove all towels and personal belongings, except that, between the hours of 11:00 A.M. and 2:00 P.M. there is a two-hour period for eating lunch where the foregoing requirement shall not apply. Saving lounges, chairs, umbrellas or cabanas for persons absent from the pool area is prohibited.

23. The pool staff is advised to remove and secure items from lounges, chairs and cabanas that are left unattended. Unclaimed items are sent to "Lost & Found" if not retrieved by the end of the day.

GENERAL SPA RULES

Members are required to comply with all rules and regulations from time to time established by the operator of the Spa.

FITNESS RULES

1. Regular operating hours for each fitness facility 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 fitness facilities. No physician or nurse will be on duty.
3. Prior to use of the fitness facilities, a Participant 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 Participants and guests must sign in at the front desk. Participation Cards may be required to be presented to gain entry.
5. Guest fees may be charged for use of the fitness facilities. If fees are established, the Participant's club account will be billed.
6. Any Participant or guest with health or physical problems should first consult his or her physician before using the fitness facilities and notify staff upon entrance to a 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 fitness 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 (running type) shoes shall be permitted on court surfaces at the fitness facility. Only aerobic or court shoes may be worn.
9. Pregnant women should not undertake exercise that would elevate their core body temperature.
10. Alcoholic beverages are prohibited at the fitness facilities. No food or drink may be brought onto the premises.
11. 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.
12. Participants and immediate family members and guests of a Participant assume full risk of loss and responsibility for damage to their health.

13. No clothing or personal articles may be stored under benches or in the common areas.

14. Children under sixteen (16) years of age are not permitted to use the fitness facilities unless accompanied or supervised by an adult.

15. Horseplay, profanity, disruptive conduct and indiscreet behavior at the fitness facilities are strictly prohibited.

16. Stereos, televisions, I-pods, cell phones and the like and tapes should not be turned up so loud as to disturb fellow members or others using a fitness facility.

17. All jewelry must be removed prior to exercising.

18. Healthy gym protocol should be observed, such as use of towels when on equipment and wiping equipment down when done.

19. Training by unauthorized professionals is prohibited.

GENERAL BEACH RULES

1. Participants and guests using the beach shall abide by all rules and regulations established by The Club from time to time with respect to the use thereof.

2. Cabanas, umbrellas, lounges and chairs are available on a first-come, first-served basis and are provided, subject to availability, at the time of arrival.

3. Persons who leave the beach area for over thirty (30) minutes must relinquish lounges, chairs, umbrellas and cabanas and must remove all towels and personal belongings, except that between the hours of 11:00 A.M. and 2:00 P.M., there is a two-hour period for eating lunch where the foregoing requirement shall not apply.

4. The beach staff is advised to remove and secure items from lounges, chairs and cabanas that are left unattended. Unclaimed items are sent to "Lost & Found" if not retrieved by the end of the day.

5. Radios, televisions, I-pods, cell phones and the like may be listened to at the beach if played at a sound level which does not negatively affect the enjoyment of other persons.

6. Participants shall be responsible for removing all refuse and keeping the beach clean and sanitary.

7. Swimming in the ocean is at all times at the risk of the Participant and the Participant's immediate family members or guests, as the case may be.