



TUCKER'S POINT  
BEACH, GOLF & TENNIS CLUB

BERMUDA

**RULES AND REGULATIONS**

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## **PREAMBLE**

These Rules and Regulations for the Tucker's Point Beach, Golf & Tennis Club (the "Club") are intended to be a guide to the use of the Club Facilities and Resort Facilities referenced in the Membership Plan. They are not intended to deal with all conceivable issues that may be presented for governance. These Rules and Regulations are established by the Club to protect the 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. The Club may amend these Rules and Regulations from time to time as it determines appropriate in its sole discretion. "Members," as used herein, shall be deemed to include Residence Club Members and other membership designees, as well as a member's family members and guests, unless otherwise stated or the context indicates to the contrary. Capitalized terms used herein which are not defined shall have the meaning ascribed to them in the Membership Plan.

## **GENERAL CLUB RULES**

1. Members, their families and their guests shall abide by all rules and regulations of the Club as they may be amended from time to time.
2. The 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.
3. Performance by entertainers will be permitted on the Club Facilities only with the permission of the Club.
4. Dining room activities for groups will be permitted only with the permission of the Club.
5. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by law. The Club reserves the right, in its sole discretion, to refuse service to a member or guest when that member or guest appears to be intoxicated.
6. All food and beverages consumed on the Club Facilities must be furnished by the Club unless otherwise permitted.
7. Employees are permitted to deliver food or alcoholic beverages to locations away from the immediate area of the clubhouse or other designated areas of the Club only with the permission of the Club.
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 stationery without the prior approval of the Club. Other than as permitted in

writing by the Club, no petition shall be originated, solicited, circulated or posted on Club property.

9. Members shall not use the roster or list of members of the Club for solicitation or commercial purposes 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 special personal services from employees of the Club who are on duty or the personal use of the Club's furnishings or equipment which are not ordinarily available for use by members.
12. Dogs or other pets (with the exception of Registered Assistance pets) are not permitted on the Club Facilities. Where dogs are permitted on the grounds, they must be on a leash. Members are responsible for damage caused by an animal owned by the member or under the member's control.
13. Members are requested to submit complaints or criticisms of any kind relating to any of the operations of the Club or its employees to Club Management via email at [Bermuda.membership@rosewoodhotels.com](mailto:Bermuda.membership@rosewoodhotels.com) to be found at [members.tuckerspoint.com](http://members.tuckerspoint.com). Club Management shall review the correspondence and endeavor to respond to such complaint or criticism within 72 hours Monday through Friday.
14. Members may not make any negative comments about Club staff or Club members on social media or email blasts.
15. 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 Director of Club Operations 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.
16. Profanity should not be directed at Club staff and should not be spoken so as to be heard by other members, especially children.
17. 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.
18. Smoking is permitted only in designated areas. Cigar and pipe smoking is not permitted in the dining and lounge areas.

19. Use of the Club Facilities may be restricted or reserved from time to time by the Club for private events, scheduled maintenance or repairs. The Club makes every effort to limit the impact and frequency of closures. Hours of operation for the Club Facilities will be established by the Club and posted from time to time.
20. Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Club will subject the person in violation to disciplinary action by the Club in accordance with these Rules and Regulations.
21. The personnel of the Club will have full authority to enforce these Rules and Regulations and any infractions will be reported to the management of the Club.
22. In no event shall the Club discriminate against any individual because of the individual's race, colour, religion, sex, national origin, age, handicap or marital status.
23. Members shall comply with all posted rules and regulations.
24. Members, their family members and guests shall comply with the rules and regulations established by the Resort or its designee with respect to the Resort Facilities.

#### **MEMBERSHIP CARDS**

1. The Club will issue a Membership Card to the member and the other members of his or her family who are eligible for membership privileges. Membership Cards will include the member's name, 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 16 or over the age of 24. 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 transferable.
3. In order to protect members from improper charges, Membership Cards must be presented at the point of sale for all transactions, excluding food and beverage, in which case presentation of Membership Cards is required prior to placing any order.
4. Membership Cards will be mailed to the members at the address designated by the member or held for pick-up at the Membership Office as determined by the Club.
5. In the event of a lost or stolen Membership Card, the Club must be notified immediately. The member's Club account will be cancelled and the Club will issue a new Membership Card number. Until notification of card loss or theft is received in writing by the Club, the member shall be responsible for all charges placed on the account. A card replacement fee as determined by the Club may be

charged for lost or stolen Membership Cards or in any situation where the Club account number is changed.

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

#### **MEMBER DUES AND CHARGES**

1. Members' dues will be billed on a semi-annual cycle unless otherwise determined by the Club. Dues are paid bi-annually on June 30 and December 31.
2. All members shall provide the Club with one valid credit or debit card to which the member authorizes the Club to charge dues, fees and charges in the event that the member does not pay outstanding amounts due on his or her club account, when due, and the member shall substitute such credit or debit card with another credit or debit card when it expires. Such charges, other than semi-annual dues, will be billed on a monthly basis and members will receive a written statement of their charges. A member is entitled to charge privileges at the Club so long as his or her membership is in good standing. Cash payments may or may not be permitted as determined by the Club from time to time.
3. All food, beverage, merchandise and services of the Club charged to the member's Club account will be billed monthly and each member's Club account shall be due and payable upon receipt of the monthly statement.
4. Club accounts shall be deemed delinquent from the date first billed if payment is not received within 30 days after the date of the monthly statement. Past due bills will be subject to a late payment charge per month as determined by the Club from time to time, but not to exceed the maximum amount permitted by law. A late payment charge which is collected in excess of the maximum amount permitted by law shall either be credited to the member's account or be refunded if no amount remains unpaid on the member's account. The late payment charge shall accrue from the date of the monthly statement until the account is paid in full. Members 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 member fails to pay any Club account within 30 days of when it is first billed, 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 a Club account is first billed or repeated incidents of delinquency by a member may result in termination of membership in the Club.
6. The Club reserves the right to implement a credit card billing system such that all dues, fees and charges are billed to each member's approved credit card. In the event the Club implements such a system, it will give notice to such effect to the members. Each member must then furnish the Club with an approved credit card to which the member authorizes the Club to charge dues, fees and charges. The

credit card company shall pay the dues, fees and charges to the Club. Members will receive a written statement of their monthly dues, 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. If not paid within 10 days after written notice from the Club, a late payment charge as established by the Club (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. A late payment charge which is collected in excess of the maximum amount permitted by law shall either be credited to the member's account or be refunded if no amount remains unpaid on the member's account. The member shall be obligated to keep a valid approved credit card on file with the Club at all times.

7. 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.
8. 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 or termination 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.
9. All dues, fees and charges will be based on Bermuda dollars, but can be paid in U.S. dollars or Bermuda dollars. The exchange rate will be determined at the time of billing using the Wall Street Journal or other financial publication of similar stature as a reference. The Club reserves the right incrementally increase dues on a yearly basis.

#### **MAILING ADDRESSES**

1. Each member shall be responsible for filing with the Membership Office, in writing, preferably on a form provided by the Club, his or her mailing address and any changes thereto, where the member wishes all notices and invoices of the Club to be sent. A member shall be deemed to have received mailings from the Club ten days after they have been mailed to the address on file with the Club. In the absence of an address on file at the Membership Office, any Club mailing may, with the same effect described above, be addressed as the Director of Club Operations may think is most likely to cause its prompt delivery.
2. The Club must be notified in writing of any change of address. Failure to do so shall constitute a waiver of the right to receive Club notices, bulletins and any other communications, and a violation of these Rules and Regulations.

## **CLUB SERVICES AND ACTIVITIES**

1. The Club provides a variety of social, cultural and recreational events in which all members are encouraged to participate. Any member, family member, guest or other person who attends one of the events operated, organized, arranged or sponsored by the Club, consents to the taking of photographs, electronic or film, and videos and the posting of such photographs and videos on the Club's member only portion of the website and waives any claim or objection to such photography or videography. Any such person shall not have any right to review or approve the photographs or videos.
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 are permitted at the Club only with prior permission of the Club. The individual sponsoring the function shall assume full responsibility for the conduct of guests and the removal of any decor. The sponsor of the function shall be responsible for any damage to the Club Facilities and for the payment of any charges not paid by individuals attending the private function.
4. Special events and functions may be scheduled from time to time at the discretion of the Club.

## **RESIGNATION OF MEMBERSHIP**

1. To resign, a member may deliver written notice of resignation to the Club's Membership Office or via email at [melody.linberg@rosewoodhotels.com](mailto:melody.linberg@rosewoodhotels.com). A membership shall be deemed to have been resigned effective at the end of the next dues cycle on January 1 or July 1.
2. the member and his or her spouse shall remain liable for any amounts unpaid on the member's Club account.
3. Unless resignation is received 60 days after dues are posted, there are no reimbursement of dues
4. If resignation is received 60 days after dues are posted, a pro-rated 3-month refund of dues will be reimbursed upon settlement of the Club account
5. Memberships resigned will be subject to initiation fee upon reapplication

## **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 expelled from the Club and have all privileges associated with the membership suspended or terminated by the Club. The Club shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failing to meet eligibility for membership, (ii) submitting false information on the Membership Agreement, (iii) allowing his or her Membership Card to be used by another person, (iv) failing to pay any amount owed to the Club in a proper and timely manner, (v) failing to abide by the rules and regulations as set forth herein and as established by the Club from time to time, (vi) abusing Club personnel or employees, or (vii) acting in a manner incompatible with the standard of conduct of the existing membership or which would likely injure the reputation of the members or the Club.

2. Any member accused of improper conduct shall be notified of the Club's proposed disciplinary action and shall be given an opportunity to be heard by the Club to show cause why he or she should not be disciplined. If such member desires to be heard, the Club shall set a time and date (not less than ten days thereafter) for a hearing. While such complaint is being considered by the Club, the member shall enjoy the privileges of the Club. Notwithstanding the foregoing, the Club may, without notice and without a hearing, immediately suspend some or all privileges associated with a membership and/or, after notice, terminate a member, for failure to pay in a proper and timely manner dues, fees or any other amounts owed to the Club.
3. The Club may restrict or suspend some or all of a member's, family member's and/or guest's Club 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 terminate the membership, suspend or restrict the member's membership privileges, or restrict the use privileges of the member's family or guest whose conduct was improper. No member is entitled, on account of any termination, restriction or suspension, to any refund of any initiation fee, dues or any other fees. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.
4. Any membership of a member who has paid an initiation fee which has been terminated hereunder shall be deemed resigned. All membership privileges shall cease upon termination of membership.

## **MEDIATION AND ARBITRATION**

Each and every dispute, claim or other matter of disagreement concerning the rights, obligations or remedies of the Club and its members under the Membership Plan, Rules and Regulations, Membership Agreements and other Club membership documents shall only be decided by mediation, and if necessary, arbitration, in accordance with the following provisions:

## **Mediation**

1. Within ten days after the receipt of notice of a dispute by one party from the other, the parties shall attempt in good faith to negotiate for a period of 30 days in an effort to resolve the dispute.
2. If the parties are unable to resolve the dispute within such 30-day period, they shall retain a mutually acceptable mediator (i.e., a partner or principal of an accounting, consulting, legal or engineering firm with experience in the country club and/or members' club industry) to assist them in resolving the dispute within ten additional days, failing which they shall each retain a mediator within ten additional days and the two mediators thus chosen shall together act as the mediator for the purpose of this paragraph. If either party shall fail to appoint a mediator as required hereunder, the mediator appointed by the other party shall be the sole mediator. Within 30 days after the mediators (or such single mediator) have been retained, the mediators (or such single mediator) shall, on a non-binding basis, advise the parties in writing of their views. The fees and expenses of the mediators (or such single mediator) shall be borne equally.
3. If the parties are still unable to resolve the dispute within such 30-day period, the parties shall resort to the arbitration procedures set forth below.

## **Arbitration**

1. Failing a resolution of any dispute through mediation, the parties shall submit the matter to be determined by binding arbitration. The arbitration shall consist of three arbitrators (the "Arbitration Panel") (unless the parties mutually agree to only one arbitrator) as follows: the Club and the member shall each select one arbitrator ten days after receipt of notice by the other party invoking arbitration. The two arbitrators then shall jointly select the third arbitrator within ten days, failing which the third arbitrator shall be appointed by, and in accordance with the rules of, the Appointments Committee of the Bermuda Branch of the Chartered Institute of Arbitrators. All three arbitrators shall be required to be partners or principals of accounting, legal, consulting or engineering firms, at least one of whom shall have experience in dealing with matters involving the country club and/or members' club industry. The decision of two of the three arbitrators shall be deemed to be the decision of the Arbitration Panel and shall be binding on both parties as hereinafter provided.
2. The arbitrators shall investigate the facts and shall hold hearings at which the parties may present evidence and arguments, be represented by counsel and conduct cross examination. Within 15 days after the closing of the arbitration hearing, the Arbitration Panel shall prepare and distribute to the parties a writing setting forth the Arbitration Panel's findings of facts and conclusions of law relating to the dispute, including the reasons for the giving or denial of any award. The decision of the arbitrators, where appropriate, shall take into account the

operation of the Club and the Club Facilities in comparison with the operation of other similar clubs in Bermuda.

3. Judgment upon the decision rendered in such arbitration shall be entered and enforced by any court having jurisdiction thereof and the judgment shall be entered unless the award is vacated, modified or corrected as provided by law. The arbitration proceedings shall be governed by the rules governing the Bermuda Branch of the Chartered Institute of Arbitrators then in force and shall take place in Bermuda. The prevailing party, as designated by the arbitrators, shall be entitled to recover, from the party found by the arbitrators to have breached the terms of this Agreement, all costs and reasonable attorney's and paraprofessionals' fees and related costs, fees or expenses of the arbitration.
4. In the event the member is the prevailing party, the Club shall be required to pay for all costs, fees and expenses incurred as a result of the arbitration and will not be entitled to pass on such costs, fees or expenses to the Club or its members, in the form of increased membership dues and/or user fees. In the event the Club is the prevailing party, the member shall be required to pay the costs, fees or expenses incurred as a result of the arbitration from his or her own funds.

## **ANTI-HARASSMENT POLICY**

The Club is committed to providing a friendly, supportive and productive environment for its members, guests and employees. Harassment of any kind by members, guests, employees (or anyone else doing business with the Club) will not be tolerated. This includes sexual harassment as well as any harassment based upon an individual's race, religion, age, sex, color, citizenship status, marital status, sexual orientation, national origin, handicap or disability. The Club has delegated responsibility to the Director of Club Operations to deal with any and all allegations of sexual misconduct and/or other types of harassment. The Director of Club Operations' duties and responsibilities are specific and detailed later in this policy statement.

The process described below deals with sexual harassment. Nevertheless, the procedures set forth in this policy apply equally to harassment based upon race, religion, age, sex, color, citizenship status, marital status, sexual orientation, national origin, handicap or disability.

### **Explanation of Sexual Harassment**

The U.S. Equal Employment Opportunity Commission (EEOC) defines sexual harassment as:

1. unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature where, either explicitly or implicitly, submission to such conduct is considered a term or condition of an individual's continued employment; or
2. making submission to or rejection of such conduct the basis for employment/membership decisions affecting the employee or Member; or

3. where such conduct has the effect of unreasonably interfering with an individual's work performance, or creates an intimidating, hostile or offensive work or social environment.

Subsections (1) and (2) of the above EEOC definition cover what is known as "quid pro quo" sexual harassment - sexual favors or conduct requested in return for job benefits or job retention. Subsection (3) of the EEOC's definition covers what is known as hostile environment harassment - when the conduct unreasonably interferes with an individual's ability to perform his or her job, or creates an intimidating, hostile or offensive work or social environment.

Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive, that debilitates morale, and that, therefore, interferes with work effectiveness and/or Member enjoyment.

Some examples of such conduct include, but are not limited to, the following:

- unwelcome or offensive sexual advances
- sexual jokes
- pressure for sexual favors
- inappropriate touching
- leering
- intrusive personal questions and/or questions of a sexual nature
- visual displays of degrading images or stereotypes
- analogies using sexual or sex-related terms
- using derogatory terms when referring to females, such as "babe," or "dumb females"
- screaming, shouting or using insulting language of a sexual nature

Individuals will have different tolerance levels and personal definitions of "inappropriate behavior." Therefore, employees have an obligation not only to monitor their own behavior, but also to advise others when they feel or interpret another's behavior toward them as inappropriate, offensive and/or in a manner that creates a hostile or intimidating environment.

### **Reporting a Complaint**

The Club encourages reporting of all incidents of sexual harassment, regardless of who the offender may be. The Club encourages individuals who believe they are being harassed to notify the offender in a prompt and firm manner that his or her behavior is unwelcome, yet the Club also recognizes that disparities in position between an alleged offender and a victim may make such a conversation difficult or impossible. In the event that such informal, direct communication between individuals is either ineffective, difficult or impossible, the following steps should be followed.

- Notification of Appropriate Persons

Individuals who believe they have been subjected to sexual harassment can report the incident to the Director of Club Operations. All complaints of alleged harassment will be documented and will be handled with discretion. The Club will maintain a complete written

record of each complaint and how it was investigated and resolved. If the Director of Club Operations is the offending party, then the incident can be reported to the designated anti-harassment member of the Club Owner's executive team ("Club Owner Designee").

- Timeframe for Reporting Complaint

The Club encourages prompt reporting of sexual harassment complaints so that appropriate investigation and action may be taken.

- Protection Against Retaliation

The Club will not in any way retaliate against an individual who makes a report of sexual harassment nor permit any employee or member of the Club to do so. Retaliation is a serious violation of this policy and should be reported immediately. Any person found to have retaliated against another individual for reporting sexual harassment will be subject to the same disciplinary action provided for those determined to have violated the Club's policy (see "Investigating and Resolving the Complaint" below).

### **Investigating and Resolving the Complaint**

- Investigation/Confidentiality

Any allegation of sexual harassment brought to the attention of the Director of Club Operations will be promptly investigated. Once approached, the Director of Club Operations' responsibility is to then inform the Club Owner Designee. It is intended that the only other member(s) of the Club Owner's executive team that would be advised, if necessary, would be any person who would need to get involved in any required investigatory process. Every effort shall be made to keep all matters related to the investigation and various reports and recommendations confidential.

- Resolution of Complaint/Disciplinary Actions

The Club specifically prohibits harassment by any member, guest, Director of Club Operations or Club Owner employee or group of employees. Anyone violating this policy will be subject to appropriate disciplinary action, which may include any one or combination of the following:

- verbal/written warning
- additional sexual harassment training or mandatory professional counseling for Club employees
- probation or suspension (with or without pay) for Club employees
- probation or suspension of Club privileges for Members or guests
- termination of employment
- termination of membership

After investigation by the Club Owner Designee, the Club Owner Designee shall recommend appropriate disciplinary action, and provide notice of such recommendation to the complainant and the accused.

Individuals found to have filed false and malicious complaints of harassment will be subject to disciplinary action. This does not apply to complaints that, even if erroneous, are made in good faith.

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

1. Each member as a condition of membership and each guest as a condition of invitation to the Club Facilities assumes sole responsibility for his or her property. The Club or any manager/operator of the Club Facilities 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. Any such personal property which may have been left in or on the facilities for six months or more without payment of storage thereon may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Club.
2. No person shall remove from the room in which it is placed or from the Club's premises any property or furniture belonging to the Club without proper written authorization.
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 the Resort, including without limitation, the use of golf carts, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club or the owner or operator of the Resort, either on or off the Club's or the Resort's premises, shall do so at his or her own risk. The member and his or her family members and guests shall hold RWTP Hotel Limited (the "Company"), RWTP Golf Limited, TP Holdco Limited, any manager of the Club Facilities or Resort Facilities, their affiliates, their wholly owned subsidiaries, their successors and assigns and their respective shareholders, partners, directors, officers, managers, members, employees, representatives, agents and members of any Club 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 there from or arising out of or incident to membership in the Club and/or from any act or omission of any of the Indemnified Parties. Any member shall have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member.

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

## **RESERVATIONS AND CANCELLATIONS**

1. Dinner reservations may be required as determined by the Club. Members are asked to assist in maintaining required service levels by making reservations for dining prior to 5:00 p.m. on the day involved. Reservations for parties of more than ten persons will be accommodated on an "as available" basis. A 24-hour notice is requested for parties of more than ten persons and a set menu should be arranged whenever possible. The courtesy of providing notice of necessary changes or cancellations is requested no later than 3:00 p.m. on the day involved.
2. Reservations are required for most activities of the Club and shall be accepted on a first-come, first-served basis by pre-registering with the appropriate personnel of the Club.
3. For all functions of the Club held in the dining rooms of the Club, tables will be assigned on a first-call, first-choice basis. Reservations for special tables will not be accepted.
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.
6. Reservations for Member Nights at the Resort are subject to availability and black-out dates as determined by the Resort as well as the terms and conditions set forth in the Schedule of Dues, Fees and Charges.

## **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.
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.

#### **CHILDREN**

1. Unless permitted by the Club, children under 16 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. Children under the age of 18 must be accompanied by an adult when playing golf in the case of starting times which are before 12 noon. In order to play unaccompanied by an adult at other times, children under the age of 18 are required to have a certification from the Golf Professional indicating attainment of appropriate skill and etiquette levels.
4. Members are responsible for the conduct and safety of their children when enjoying the Club Facilities.

#### **ATTIRE**

1. It is expected that members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club. It is also expected that members will advise their guests of the dress requirements. The Club may publish dress requirements from time to time.
2. Gentlemen and ladies are requested to dress in a fashion compatible with the appropriate occasion.
3. Shirts and shoes must be worn at all times when on Club Facilities, other than at the locker, pool and beach facilities.

#### **GUEST PRIVILEGES**

Guest privileges may be extended under the rules established by the Club from time to time. Although it is the intention of the Club to accommodate guests without inconvenience to the members, the Club reserves the right to limit the number of guests a member may have at the Club on any given day or over the course of a membership year and the number of times a particular guest may use the Club Facilities in any given membership year. The Club shall establish from time to time the rate of the daily guest fees, charges and the rules and regulations for use of the Club Facilities by guests. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club, in its sole and absolute discretion. The Club reserves the right, from time to time, to limit the availability of golf starting times for guests. The Club further reserves the right to restrict guest access during periods of high demand. All guests shall be either house guests or day guests. A house guest is defined as a guest



temporarily residing in a member's residence. All other guests of a member shall be considered day guests.

## **DAY GUESTS**

1. Members can sponsor accompanied day guests to use the Club Facilities. A particular individual using the Club Facilities as a day guest must be registered by the sponsoring member with the Club upon arrival at the facility. The Club reserves the right to require identification by each guest. Guests will be charged guest fees for use of the Club Facilities as determined from time to time by the Club. Guests must be accompanied by the member.
2. Guests will be entitled to use the Club Facilities (other than fitness) only in accordance with the privileges of the membership of and accompanied by the sponsoring member upon payment of applicable daily pass fees as follows:
  - The Club currently does not charge for day guest passes Mondays through Thursdays, other than for holidays. A fee of \$50 per guest is applicable Friday, Saturday, Sunday and holidays;
  - Children under 15 are complimentary and must be accompanied by a parent or guardian;
  - Members are welcome to bring guests for lunch, dinner or parties. If the guests are there to dine only, no charges for guests will be incurred, but if they wish to use the Beach facilities, day guest passes will be required and charged accordingly; and
  - The Club reserves the right to change these policy in its sole and absolute discretion.
3. The Club reserves the right to impose additional restrictions on day guest use of the Club Facilities from time to time in its sole discretion.
4. Guest charges for any services will be charged against the sponsoring member's Club account.
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 day guest. The sponsoring member is also responsible for the conduct of a day guest while at the Club. If the manner, deportment or appearance of any day guest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Club, cause such day guest to leave the premises of the Club.
7. Day guests must be signed into the Club upon entry to the Beach Club or Resort pool deck and may not be dropped off by the sponsoring member.

## HOUSE GUESTS

1. House Guests must be registered by the sponsoring member with the Membership Office, prior to the arrival of the guests. Application forms requesting House Guest Passes are obtained from the Web Site at [www.tuckerspoint.com](http://www.tuckerspoint.com) and the completed forms must affirm that such house guests are not renting the property from the member. House guest privileges (other than fitness) will be extended to guests of a member while that guest is residing in a member's residence. To provide membership privileges for a house guest, the sponsoring member must furnish the guest with a printed or electronic copy of the Guest Pass which they will present at the entry point for the Beach Club or Hotel Pool Deck. The guest will be required to present ID with the pass. No remuneration or other consideration can be paid or given by a house guest to the member.
2. Guest cards for house guests will be individually issued for up to seven days. At the expiration of the card, renewals of house guest privileges will be granted at the discretion of the Club.
3. House guests will be entitled to use the Club Facilities only in accordance with the privileges of the membership of the sponsoring member upon payment of daily fees.
4. House guests 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. Children under 16 are complimentary and must be accompanied by a parent or guardian
6. House guests will be charged a house guest pass fee for each seven-day period in addition to all daily use fees as determined from time to time by the Club.
7. The sponsoring member does not have to give up membership rights for the period of time the house guest is in residence.
8. The house guest, upon approval of the Club, will be issued temporary charge privileges upon submittal of his or her credit card to the Club. The sponsoring member may elect to have the house guest charge to the sponsoring member's club account. The house guest will have the opportunity to pay his or her charges at the Club at the end of his or her stay. The sponsoring member is responsible for all unpaid charges made by his or her house guests which are unpaid after the customary billing and collection procedure of the Club.
9. House guests must have their guest card with them at all times while using the Club Facilities, including for access to the Beach Club or Resort pool deck.
10. The Club reserves the right to require identification by each house guest.

11. House 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.
12. The Club may deny any member who abuses the house guest privileges, such as by applying for house guest privileges for rental guests, any future house guest privileges.
13. The sponsoring member shall be responsible for the conduct of a house guest while at the Club. If the manner, deportment or appearance of any house guest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Club, cause such house guest to surrender the guest card and leave the premises of the Club.

#### **GENERAL BEACH AND POOL RULES**

1. Use of the beach and pools at any time is at the swimmer's own risk and all swimmers should note the surf condition flags. No lifeguard will be on duty at the beach or pools. Any injuries or accidents should be reported to an attendant immediately.
2. Everyone wishing to use the beach or pool facilities must first register and present his or her Membership Card before entering. Members must register their guests and are responsible for the payment of any appropriate charges as the Club may determine from time to time.
3. Children 16 years and younger must be accompanied and supervised by an adult at all times.
4. Children who cannot swim must be accompanied by a parent or guardian at all times while in any of the beach or pool areas.
5. Children must be three years of age and toilet trained to use a pool. Children wearing diapers other than swim diapers are not permitted in any pool.
6. Swimming is permitted only during designated hours. The pools are officially closed when a "CLOSED" sign is posted.
7. Showers are required before entering a pool.
8. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool or beach area. Trash should be placed in the proper receptacles located throughout the pool area.
9. Food is allowed only in designated areas of the pool facilities.
10. All swimmers must wear bona fide swimming attire. Cut-offs, dungarees and Bermuda shorts are not considered appropriate swimwear. Proper non-swim

attire is required at all times in the clubhouse, other than in the locker rooms. Shoes or other foot coverings and caftans or shirts must be worn outside the swimming pool area.

11. Radios, televisions, cd players, I-pods and the like are permitted only when they cannot be heard by other members and guests.
12. Animals, bicycles, skateboards, play balls of any type and coolers are not permitted in the pool area.
13. Lifesaving and pool cleaning equipment should be used only for the purposes intended.
14. Running, ball playing and hazardous activities are not permitted in the pool area. Pushing, dunking and dangerous games are prohibited.
15. Diving is not permitted unless otherwise indicated at a pool.
16. Fishing, spear fishing and snorkeling equipment, other than a mask and snorkel, are not to be used in the beach or pool area except as part of an organized course of instruction.
17. Throwing footballs, frisbees, tennis balls, or other objects, spitting or spouting water, and tag games are not allowed in the pool area. The pool staff has the authority to expel from the pool areas anyone who does not follow these Pool Rules or whose conduct is otherwise unbecoming of a member.
18. All beach, pool and swimming parties must be arranged through the Club in advance of the occasion. The Club reserves the right to disallow parties on high demand days.
19. All persons using beach or pool furniture are required to cover the furniture with a towel when using suntan oils and lotions, as the use of these oils and lotions could stain or damage the furniture.
20. All persons using the beach and pool areas are urged to cooperate in keeping the area clean by properly disposing of towels, cans, cigarettes, and all other trash in the proper receptacles.
21. Smoking is permitted only in designated sections of the pool area.
22. Flotation devices are permitted for non-swimming children up to five years of age. Small toys such as balls, water guns, rings, etc., may be permitted, depending on the number of persons in the pool and the manner in which the toys are used. Air mattresses may be permitted, depending on the size of the mattress and the number of persons in the pool. The pool staff has the authority to discontinue use of these mattresses upon the determination that they present a

safety hazard or hinder the enjoyment of the pool by others. Tire inner tubes are not permitted at any time.

23. Persons who leave the beach or pool area for over 30 minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from the beach or pool area is prohibited.
24. Lounges and chairs at the beach or pool area are not permitted to be reserved.
25. Watercraft, wind surfers, surf boards and other vessels may be permitted in specially designated areas of the beach.

#### **GENERAL CABANA RULES**

1. The maximum occupancy of each cabana is six adults. A cabana lessee may designate one permanent guest or married couple who may use the cabana, and accompanying facilities.
2. No pets may be brought into the cabanas and the cabanas must be kept in an orderly manner at all times.
3. In the event a cabana lessee fails to properly maintain a cabana, the Club may cause such maintenance or repairs to be made, and bill such maintenance fees and costs to the cabana lessee who shall be responsible for such charges.
4. The cabanas close at dark. Persons are not permitted to stay in the cabanas overnight.
5. Members and guests occupying the cabanas shall abide by all rules and regulations established by the Club or the Director of Club Operations from time to time.
6. Radios, televisions, cd players, I-pods and the like may be listened to in the cabanas if played at a sound level which is not offensive to other members and guests.
7. No private parties may be held in the cabanas.
8. Persons leasing a cabana are not permitted to sub-lease their cabanas.
9. No coolers are permitted in the cabanas. All food and beverages must be supplied by the Club.
10. The Club reserves the right to establish additional rules governing the use of the cabana 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 with any of the rules herein.
2. Cutting-in” is not permitted at any time. All players must check in with the starter. 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: It is the goal of all players to complete their round in less than four 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 ranger 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 the 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 Golf Professional.
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 course 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. Proper attire shall mean the following:

- Men: Shirts with collars and sleeves, slacks or Bermuda shorts are considered appropriate attire. Tank tops, tee shirts, mesh shirts, sweat pants, warm-up suits not intended for golfers, blue jeans, work 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 not intended for golfers, blue jeans, swim wear, tennis dresses, short shorts, or other athletic shorts are not permitted.
  - 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.
14. The 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 personnel before playing.
  15. 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 them. If Club personnel warn players about potential lightning in the area, players must stop play immediately.
  16. Jogging, bicycling, fishing or recreational walking is not permitted on the golf course at any time.
  17. The use of cellular telephones is not permitted on the golf course at any time.
  18. No beverage coolers are permitted on the course unless provided by the Club.
  19. “Discontinued Play” Policy: less than three holes played - full 18-hole credit; less than 12 holes played - nine-hole credit
  20. 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.
  21. Twosomes and singles shall be grouped with other players, if available, at the discretion of the pro shop.
  22. 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.

23. Groups of five or more players shall only be permitted on the golf course with the permission of the pro shop.

### **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. The Club reserves the right to implement an advance tee time sign-up policy for the Club with different advance tee time sign-up periods for each of the Club's membership categories.
3. Starting times may be made in person or by phone during pro shop hours or online through a link on the Club's webpage.
4. Starting time changes must be approved by the pro shop.
5. Players who fail to cancel their starting time 24 hours prior to their scheduled starting time will be charged the applicable cart fee for the unused rounds.
6. Members should notify the pro shop of any cancellation as soon as possible. No shows will be charged in full for the unused rounds unless weather is the reason for the unused rounds.
7. The Club reserves the right to install an automated tee time reservation system for tee time reservations.

### **REGISTRATION**

1. All members and guests must register in the pro shop before beginning play and all members shall present their membership cards at 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 RANGE**

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.



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. Hand bag ball shaggers are not permitted.
7. Lessons by unauthorized professionals are prohibited.

#### **GENERAL GOLF CART RULES**

1. The use of golf carts is mandatory when posted.
2. Golf carts shall not be used by a member or guest on the Club Facilities without proper assignment and registration in the pro shop.
3. Golf carts may only be used on the golf course when the course is open for play.
4. Golf carts may only be operated by persons having a valid driver's license.
5. Only two persons and two sets of golf clubs are permitted per golf cart.
6. Privately owned golf carts are not permitted.
7. Pull-carts are not permitted.
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 member, a family member or a guest of the member shall be charged to the member. Each member 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 member, his or her family members or guests or guests of the Club, and shall reimburse the Club and/or any operator of the Club for any and all damages the Club may sustain by reason of misuse.

13. Each member accepts and assumes all responsibility for liability connected with operation of the golf cart. The member 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 member's, his or her 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.

#### **HANDICAPS**

1. Handicaps are computed under the supervision of the pro shop in accordance with the current USGA Handicap System.
2. All members and their guests with a USGA approved handicap may participate in Club tournaments. All handicaps submitted may be reviewed by the pro shop.
3. Members are responsible for turning in all their scores on a daily basis. Any member failing to turn in a score shall result in a score being posted that is equal to their lowest score on record. The pro shop shall assist any members needing help with the posting procedures.
4. Accurate records are to be kept of scores turned in and recorded for all full rounds played. The pro shop shall determine if there are violations by members in turning in their scores.
5. The Club reserves the right to adjust handicaps for Club tournament play. The Club also reserves the right to deny any member entry into tournament play for handicap manipulation.

#### **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:

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 rangers 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. The Club reserves the right to implement an advance sign-up policy for the Club with different advance sign-up periods for each of the Club's membership categories.
3. All players must check in and register at the pro shop ten minutes prior to their court time or the court will be released to the first name on the waiting list. Members and guests shall present their Membership Cards at registration.
4. Players who fail to cancel their reservation four hours prior to their scheduled court time or do not register ten minutes prior to their court time may be charged a fee to be determined by the Club.
5. At the end of their playing period, players must promptly relinquish their court to the next players. Once a member is off the court, the member may sign up for the next available court time.
6. Singles may each play on a court for 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, racquet throwing or profanity will not be permitted at any time. Trash and other litter must be deposited in the proper receptacles.
10. Use of the tennis courts shall be subject to the control of the pro shop 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 or anticipated adverse weather conditions. The pro shop may reserve the courts for special events.

#### **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 and their family members assume full risk of loss and responsibility for damage to their health.
5. Regular operating hours for the fitness facilities will be posted by the Club and may be changed from time to time. Access to the Fitness Centre at the hotel will require an entry device which is in the form of a keyring. To order an entry device please email [Bermuda.membership@rosewoodhotels.com](mailto:Bermuda.membership@rosewoodhotels.com).
6. A health questionnaire may be required before using the fitness facilities. No physician or nurse will be on duty.
7. All members will be issued with a Fitness Centre security device which will be required to enter the Fitness Centre. The devices may not be used by non-members or transferred to another member. If a device is lost, there will be a replacement fee charged to the member.
8. All weights and pieces of equipment must be returned to their proper places at the completion of use.

9. 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 and in the aerobics studio. No black-soled shoes shall be permitted at the fitness facility.
10. Pregnant women should not use those fitness facilities that would elevate their core body temperature.
11. Smoking and alcoholic beverages are prohibited at the fitness facility. No food or drink may be brought onto the premises.
12. The Club will not be held responsible for any lost or stolen goods or self-inflicted injuries while using the equipment. Fitness Attendants are available to assist in orientation of the proper usage of the equipment
13. No bare feet are allowed outside of the steam and sauna treatment areas.
14. No clothing or personal articles may be stored under benches or in the common areas.
15. Children under 16 years of age are not permitted to use the fitness facilities unless accompanied or supervised by a parent or guardian.
16. Horseplay, profanity, disruptive conduct and indiscreet behavior at the fitness facilities is strictly prohibited.
17. Stereos, televisions and tapes should be enjoyed at a volume so as not to disturb fellow members.
18. All jewelry must be removed prior to exercising.

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

We would like to thank all members in advance for helping our staff in making your Club a safe and happy environment. If at any time you may have any questions regarding the Club's Rules and Regulations, please do not hesitate to let the staff know.

All Rules and Regulations are subject to change from time to time without notice.