
RULES & REGULATIONS

INTRODUCTION:

The General Rules and Regulations as contained herein are issued by the Club Committee as authorized by the governing documents of the Ivory Ridge Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements, and Bylaws for Ivory Ridge Properties, Swim and Tennis Club (the "Declaration").

The Rules and Regulations ("Rules") are intended as a guide to the conduct and activities of all Members and their family members and guests, so that everyone using the facilities will enjoy the maximum amount of pleasure without annoyance or interference from others.

Each Member is responsible for adhering to his or her Membership Agreement, Utah law, the Declaration and Rules, and all applicable local ordinances governing the Club. Each Member is also accountable and responsible for the behavior of his or her family members and guests using the Club facilities.

The Club falls under the jurisdiction of the City of Lehi and all local ordinances and codes apply.

The duty to operate, regulate and enforce these Rules may be delegated in whole or in part to a manager, management company or others as the Association deems appropriate.

Questions regarding the Rules or the Membership Agreement between the Club and the Member should be directed to "Membership Services" at the Club office who is charged with servicing Club membership accounts. Membership Services may be contacted at (801) 331-6000 during regular business hours.

Management reserves the right to change fees, dues and charges at any time.

GENERAL

1. Hours of Operation.

1.1. **Regular Hours.** The Club hours are:

Monday – Thursday..... 5:30 a.m. – 10:00 p.m.
Friday and Saturday.....5:30 a.m. – 8:00 p.m.
Sunday.....Closed

A petition signed by at least two-thirds of the Lot and Unit Owners will be necessary and sufficient to open the Club on Sunday.

1.2 **Season.** The pool will be open from Memorial Day until Labor Day. The Club reserves the right to extend or shorten the time the pool is open

1.3 **Holiday Hours.** The Club is closed on Thanksgiving Day, Christmas Day, and New Year’s Day. The Club reserves the right to reduce hours of operation on other holidays.

1.4 **Special Closings.** In the sole discretion of Club management, the Clubhouse, fitness center and swimming pool may be closed for up to fifteen (15) days per year and the tennis club, including indoor and outdoor courts, and the reception garden may be closed for up to 31 days per year, not including scheduled closings, for charitable causes and/or special events.

1.5 **Developer.** The Developer reserves and is hereby granted the right to the exclusive use of the entire Club one (1) day each calendar year.

1.6 **Fees, Dues and Charges.** Fees and charges shall be posted on the current Fee Schedule. The fees, dues and charges set forth in the current Fee Schedule shall apply. Fees, dues and charges are subject to change and may be increased or decreased from time to time, in the sole discretion of the Club, without notice to the Members.

1.7 **Monthly Membership Fees.** A monthly Membership fee will be charged each Member.

1.8 **Transfer Fees.** A transfer fee will be charged for the transfer of an Equity Membership and/or a Preferred Membership; provided, however, a transfer among family members for estate or tax purposes will be charged a family transfer fee under this section. For use herein the term “family members” shall mean and refer to the spouse, children or parents of the Member.

1.9 **Reactivation Fees.** A reactivation fee will be charged for the reactivation of a Membership which has been suspended, terminated or otherwise declared inactive.

1.10 **Leasing Impact Fees.** A leasing impact fee will be charged when an Equity Member leases his or her residence and assigns the corresponding Equity Membership to the tenant.

1.11 **Children Three and Under.** Children aged three (3) and under will be admitted to the pool free of charge if accompanied by an adult Member.

2. Membership.

2.1 **Classes of Membership.** The following are the current classes of Club membership, although this is subject to change:

- Equity Membership,
- Preferred Membership,
- Temporary Membership,
- Commercial Membership,
- Corporate Membership,
- Junior Tennis Membership, and
- Fitness Membership.

Subject to the conditions set forth herein, including the payment of all fees, dues and charges, each Member (excluding the Junior and Fitness Memberships), regardless of membership class, shall enjoy the full right of access to and use of all Club facilities and services.

2.2 **Description of Memberships.** The following is a summary of the current Membership classes:

- An Equity Membership is a license to use the Club which runs automatically with and is conditioned upon the ownership of a residential Unit or Lot;
- A Preferred Membership is a transferable license to use the Club issued to the holder by the Developer coupled with a right to vote on issues affecting the Club;
- A Temporary Membership is a non-transferable license to use the Club issued to the holder by the Developer for a short period of time, such as a week or month;
- A Commercial Membership is a non-transferable license to use the Club issued to the holder by the Developer and conditioned upon the ownership of a Commercial Unit;
- A Corporate Membership is a non-transferable license to use the Club issued to the holder by the Developer;
- A Junior Tennis Membership is a license to use certain Club tennis facilities issued to the holder by the Developer; and
- A Fitness Membership is a license to the holder issued by the Developer for the use only of the fitness and exercise facility at the Club.

2.3 **Assignment of Corporate Memberships.** Corporate Memberships may be assigned by the Developer, in whole or in part, on a temporary, short-term or long-term basis.

2.4 **Authorized Family Members.** Each Member shall designate qualified members of his or her household who will be authorized to use the Club facilities, which may include his or her spouse and dependants age twenty-five (25) years or younger permanently residing in the home (the "Authorized Persons"). Each such Authorized Person is subject to all of the terms, provisions,

conditions, covenants, rights, privileges, duties and obligations set forth in the governing documents, Membership Agreement and these Rules. Unless the context clearly requires otherwise, the term “Member” herein will include the Member and all Authorized Persons.

2.5 **Minors.** The safety, welfare and behavior of minors in the Club are entirely and at all times the responsibility of their parents, guardians, an adult in-house care provider, or other responsible adult Member. Persons fourteen (14) years of age and older may use the Club facilities with guardian approval; provided, however, their activities and use of the Club facilities must always be supervised at the Club by a parent, guardian or other responsible adult Member, , even if a Club employee is present. Patrons are not permitted to make unreasonable amounts of noise, bother, annoy or disturb other Members or their guests, create a nuisance, interfere with the quiet and peaceful enjoyment of the premises, or damage property.

2.6 **Care Providers.** An adult care provider may be authorized to access and use the Club for a fee in order to provide care or assistance to a Member under his or her care. Such access is limited to those times when the care provider is actually assisting a Member.

2.7 **Membership Cards.** Each Member will be issued a membership card or cards and an E-Access code for access to Club facilities and programs (“Membership Card”). Each Member shall present his or her Membership Card upon entry to the Club. A Member is responsible to pay the cost to replace any lost or duplicate Membership Cards. Membership Cards may not be given or loaned to non-Members and any attempt to do so shall be sufficient reason for management to suspend privileges and confiscate the Card. In the event a Membership is suspended, terminated or otherwise declared inactive, the Member shall deliver all Membership Cards to the manager.

3. **Accounting Procedures.** The Club will keep books and records in accordance with generally accepted accounting practices. All membership fees and account charges will automatically be billed monthly to the Member and must be paid by the 10th of the month. The Club requires a credit card or debit card for payment. Each Member shall provide the Club with a valid credit card or debit card number, and charge authorization agreement upon purchase of a Membership. Charges will be posted to the Member’s credit card or debit account by the 10th of the month. Statements detailing Member charges will be provided at the beginning of every month. Each Member shall keep his account current. No account may be more than five (5) days past due. A late fee will be charged on late payments and a fine will be assessed for not providing a valid credit/debit card number. Default interest shall accrue at the rate of 1.5% per month. Charging privileges may be denied on delinquent accounts or if the Club for any reason deems itself insecure.

4. **Guests.**

4.1. **Member Responsibility.** Guests must be accompanied by a Member. Members are responsible to ensure that their guests follow the governing documents, Membership Agreement and these Rules. Members are responsible at all times for the behavior, acts and omissions of their family members and guests while on Club property.

4.2. **Guest Privileges.** Guest privileges consist of admission to and use of the Club facilities by any authorized person who is not a Club Member. A guest may enjoy no greater privileges than the accompanying Member.

4.3. **Guest Passes.** The Club may but is not obligated to issue to a Club Member a limited number of free Guest passes each month.

4.4. **Frequency.** The Club reserves the right to itself to limit the number of times a particular guest may use the facilities during any twelve (12) month period. This restriction excludes guests attending events that are publicized as “open/invitational.” The spirit and intent of this rule is to maintain the exclusivity of the Club while allowing all Members to entertain guests without disadvantaging fellow Members.

4.5. **Registration.** Guests and the accompanying Member must register with the Club upon entrance. Each guest must sign a guest waiver, and the appropriate guest fees must be paid or charged to the Member’s account.

4.6. **Reservations.** Members with a party of guests over six (6) persons must make a reservation with the Club in advance to ensure availability of Club facilities.

5. **Clubhouse Rooms and Gardens.** The Club reserves to itself the right to charge a fee for the reservation and/or use of Clubhouse rooms and gardens, including but not limited to private parties or organized community events. Reservations must be made at least forty-eight (48) hours in advance. A non-Member may also reserve the facilities, if available and if sponsored by a Member who assumes in writing full responsibility for such use and agrees to indemnify the Association. Cancellations with less than twenty four (24) hours’ notice are subject to a cancellation fee. A deposit may be required. Fees and deposit schedules are set forth in the current Fee Schedule.

6. **Standards.** All Members, family member and guests shall behave in a civil, courteous and considerate manner towards other patrons and Club employees. Obscene, profane or embarrassing language and/or inappropriate behavior, attempts to intimidate, retaliate, humiliate or disrespect others, a combative attitude, and/or the failure to respond to the instructions of Club employees will not be tolerated at the Club. Any misconduct of a Member or his family members or guests will be considered a material breach of the governing documents, Membership Agreement and these Rules, and may be cause for sanctions.

7. **Treatment of Club Employees and Staff.** Members, family members and guests are not permitted to reprimand, rebuke, repress or challenge the authority or instructions of Club employees and staff. Use of abusive, combating or threatening language directed toward any Club employee or staff member will not be tolerated, and may be cause for sanctions. A complaint about the behavior of any employee or staff member should be reported immediately to the Club manager.

8. **Dress Policy.** Appropriate attire, clean and in good condition, is required throughout all areas of the Club. Shirts and shoes are required, except for the pool area. For particular dress policies and information read the Rules pertaining to the tennis courts, swimming pools, and fitness center. Club management reserves the exclusive right to determine the appropriateness of any Member’s attire and its decision shall be final and conclusive.

9. **Prohibited Items and Activities.**

9.1. **Unruly Behavior.** Rock throwing and climbing on trees, tables, chairs, hillsides, buildings and planted garden beds are prohibited.

9.2. **No Smoking.** Smoking is not permitted anywhere on Club property.

9.3. **No Alcohol.** Without the express prior consent of Club management (which may be given for weddings, receptions and other special events), alcoholic beverages may not be carried or consumed anywhere on Club property.

9.4. **No Pets.** Pets are not permitted anywhere on Club property.

9.5. **No Gum.** Gum is not permitted to be chewed anywhere on Club property. Any gum being chewed upon arrival to the Club must be disposed of in appropriate trash receptacles.

9.6. **No Glass Items.** Except for eyewear, users may not bring glass items onto Club property without the Club's prior written consent. No glass items are permitted in the swimming pool areas except for eyewear.

10. **Posted Signs; Restricted Areas.** Patrons must obey all posted signs. No persons other than designated Club employees are permitted in restricted areas of the Club.

11. **Vehicles and Parking.** Cars, motorcycles, bicycles and other vehicles must be parked within the designated parking areas only. Bicycles are not permitted on Club property, other than in designated parking areas. Skateboards, roller blades, roller skates, and scooters are not permitted on Club property.

12. **Refusal of Service.** The Club expressly reserves the right to refuse service to any person with or without reason, cause, or precedent.

13. **Advertisements.** Members may not post notices or advertisements of any kind on Club property without the Club's express prior written approval.

14. **Club Property.** Patrons shall respect, protect and preserve Club property, furniture, furnishings and equipment. Each Member is strictly liable for any damage to any Club property caused by the Member or his or her family members or guests, including any and all expenses, collection costs, charges and attorneys' fees incurred to repair the damage or replace the Club property.

15. **Maintenance and Repairs.** The Club reserves the right to close any area of the Club for new construction and/or repairs and maintenance without compensation to the Members. The Club has the right to pre-empt Club facilities for special events. The Club also reserves the right to close, on either a temporary or permanent basis, any part of the Club which management considers necessary, including by way of illustration but not limitation any facility or service which management considers may endanger or threaten harm, loss, pain or injury to any patron or employee.

16. **Volleyball Courts.** Club volleyball courts may be reserved twenty-four (24) hours in advance.

17. **Locker Rooms.**

17.1. **Day Use Lockers.** Members and guests may use day use lockers without a fee. Items may not be left overnight in a day use locker. Gym/racket bags should not be left in the locker

rooms overnight. Items left in a day-use locker or the locker rooms are subject to disposal at the Club's discretion.

17.2. **Annual Locker Rentals.** Club management may rent lockers to Members on an annual basis for a fee which shall be set forth on the current Fee Schedule. Equity Members will be given priority in the event of a conflict.

17.3. **Locker Room Access.** Persons age three (3) years or older are not permitted in locker rooms designated for persons of the opposite sex.

17.4. **Club Not Responsible.** The Club is not responsible for the loss or theft of any items stored in lockers or left anywhere in the locker rooms or other Club property including the parking lot.

18. **Classes.** The Club may offer classes to the Members. Information regarding the fees and schedules for such classes may be obtained from the Club. Members, with the prior express written approval of the Club, may also offer classes. Unapproved Classes are prohibited.

19. **Food and Beverage.**

19.1. **Designated Areas.** Food and beverages may be consumed in designated areas only.

19.2. **Snack Bar.** All purchases of food, beverages, and Club services may be made by charging the purchasing Member's account. Children may make such purchases only if authorized by the Member's membership Agreement to charge the applicable Member's account.

19.3. **Carry-In Food.** Carry-in food or beverages are not allowed unless expressly authorized by Club management in advance for special events. Water and energy drinks in closed containers are permitted

20. **Emergencies.** All Members must have a completed Emergency Authorization Form on file at the Club.

21. **Trash.** All trash must be disposed of in proper trash receptacles.

22. **Club Not Liable.** All Members and their guests use the Club facilities at their own risk. The Club is not responsible for any athletic injuries, or other injuries, sustained in the use of the Club facilities. All users of Club facilities should perform proper warm-ups and prepare themselves for their game or workout. The Club, the Association, and their respective owners, managers, directors, officers, representatives, agents and employees are not liable in any manner whatsoever for any personal injury or damage, loss or theft of property occurring in or about the Club property. All Members, for themselves and on behalf of their authorized family members and guests, will be deemed to have waived any and all claims, past, present and future, against the Club and/or the Association for any such personal injury or damage, loss or theft of property by acceptance of the membership granted to them by the Club.

24. **Sanctions:** The Club has several practical ways of assuring compliance with essential regulatory provisions.

Suspension of privilege to use Club facilities.
Termination of right to use Club facilities.
Imposition of conditions, restrictions or limits.
Assessment of fines.
Towing of vehicles.
Permanent removal of pet.

25. **Trespass:** Unauthorized access and/or use of Club facilities shall be considered a trespass.

26. **Enforcement:**

26.1. A breach of these Rules is subject to enforcement pursuant to the Declaration and Membership Agreement, which may include injunctive relief, damages, including an award of attorneys fees and costs, or the imposition of a fine.

26.2 Fines levied against family members or guests are the responsibility of the Member.

26.3 A fee, due, charge or fine hereunder is a debt of the Member at the time the charge is made and is collectible as such. The Club is entitled to recover all expenses incurred by the association in collecting any unpaid amount, including reasonable attorney's fees, whether an action is brought against a Member or whether a suit to foreclose the lien upon the Member's property is instituted. Suit to recover a money judgment for any unpaid charge is maintainable without foreclosing or waiving the lien securing it. The prevailing party in the action is entitled to recover its costs of suit and reasonable attorneys' fees. If any Member fails or refuses to pay a charge when due, that amount constitutes a lien on the interest of the Member in the property, and upon the recording of notice of lien by the manager or board of delegates it is a lien upon the Member's interest in the property prior to all other liens and encumbrances, recorded or unrecorded, except; (i) tax and special assessment unit or special improvement district; and (ii) encumbrances on the interest of the unit owner recorded prior to the date and notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

26.4 All fees, dues, charges or fines charged by the Club are considered past due if payment is not received by the 10th day of the month in which they are due. Any balance outstanding shall be charged interest at the rate of 1.5% per month and a late fee may also be charged. In addition, a fee shall be assessed on the maker of any returned check.

27. **Assurances.** No assurances are made concerning any facilities or services that may be included at the Club; the number, type, kind or nature of any Memberships which may be offered at the Club; the type, kind or nature of any facility or service which may be offered at the Club; or the amount of the fees, dues or other charges. Notwithstanding anything to the contrary which may be contained herein, the Rules are not intended, and shall not be construed so as to impose upon the Developer any obligation respecting, or to restrict Developer in any way with regard to the memberships, facilities or services at the Club; the creation, construction, or addition to the Club of any additional improvements, facilities or services; the carrying out in any particular way or within any particular time of any development which may be undertaken except as herein mentioned; or the taking of any particular action with respect to the Club.

28. **Cancellation.** A Temporary Membership contract shall expire at the end of its term. For early termination or cancellation a Member shall pay the severance fee set forth in the Schedule of Fees.

29. **Promotions.** The Memberships and use of the Club are subject to the Developer's promotions for the sale and marketing of Memberships, including by way of illustration but not limitation the right of the Developer to alter the number, type, nature, features or kinds of Memberships available.

TENNIS COURTS

T1. Reservations. A reservation of a tennis court is considered a time reservation rather than a specific court reservation. The Club reserves the right to assign courts in a manner that best utilizes available court time. All reservations must be made or cancelled in person or by telephone. A voice mail message is not sufficient to make or cancel a reservation. Cancellations should be made at least twenty-four (24) hours prior to the reserved time. Upon shorter notice of cancellation, the Member who made the reservation will be charged the applicable rate for court time, unless the court is sold to another Member. A reasonable cancellation fee may be charged. There is a 15-minute grace period on court reservations. If the reserving Member has not checked in after fifteen (15) minutes of the start of his or her reserved time, the Club may reassign the court.

Indoor and Outdoor Courts. Indoor and Outdoor tennis court time may be reserved up to seven (7) days in advance, but must be reserved at least twenty-four (24) hours in advance.

Permanent Court Time. Permanent court time ("PCT") is the reserving of specific day and time for a designated period of time. PCT does not guarantee a Member the same court each week; rather, it guarantees the Member a court at the same time each week. PCT contracts are available at the Club. Members will be billed for PCT in two installments prior to the start of the PCT period. There is no PCT during holidays.

T1.1. Check-In. All Members and guests must check in with the Club for their court assignments. Failure to do so will make it necessary for Club employees to interrupt such Members' and guests' play.

T2. Use of Courts.

T2.1. Instruction. Unless pre-authorized in writing by the Club, only Club tennis professionals are permitted to conduct any instruction, programs or events at the Club tennis courts.

T2.2. Club Programs. Club programs and events will have priority over the daily routine schedule and Member court reservations.

T3. Closure. The Club may close the tennis courts without notice for special events. In the event of inclement weather or if lightning is reported or spotted less than five (5) miles from the Club, all individuals must clear the outdoor courts immediately and seek shelter indoors. Play may be resumed at the discretion of the Club. All play must be completed and the tennis courts cleared at the Club's scheduled closing times.

T4. Dress Policy. Proper tennis attire is required at all times. Tank tops (men only), cut-offs, swimsuits, or crop tops are not permitted on the courts. Players must wear shirts at all times. White-soled shoes, designed specifically for tennis, are required on the court at all times. A fifty dollar (\$50.00) cleaning fee will be required of any Member or guest whose shoes mark the courts. Tennis shoes should be carried rather than worn to the courts during wet/snowy weather to prevent tracking in dirt, mud and icemelt.

T5. Food and Beverages. Water and energy drinks in closed containers are permitted.

Behavior and Decorum. Abusive language, yelling, screaming, spitting, racket throwing, hitting the courts, net, or other Club facilities with a racket, or otherwise damaging Club property are prohibited

T6. **Courts.** Spectators are not allowed on the courts during a match.

SWIMMING POOLS

S1. Pool Use.

S1.1. Pool Types.

S1.1.1. **Wading Pool.** The wading pool is reserved exclusively for the use of children younger than four (4) years of age, and the person(s) directly responsible for the supervision of such children.

S1.1.2. **Kids' Pool.** The kids' pool is reserved for children younger than twelve (12) years of age, and the person(s) directly responsible for the supervision of such children.

S1.1.3. **Lap Pool.** Except as described in Section S1.5 below, the lap pool is reserved for adults and children swimming with an adult guardian.

S1.2. **Showers.** All swimmers must shower with soap and water, using the Club's shower facilities, before entering any pool.

S1.3. **Instruction.** Both private and group instruction classes are available to Members at an additional cost. Unless otherwise pre-authorized in writing by the Club, only Club swim professionals are permitted to conduct any instruction, programs or events at the Club pools.

S1.4. **Capacity.** In the event the pools become too crowded, the Club reserves the right to limit admission.

S1.5. **Children.** Persons using the swimming pool shall at all times comply with state law and local ordinance (the "local law"). Any child under fourteen (14) years of age must be accompanied by a responsible adult Member. All persons swim at their own risk.

S1.6. **Conflict.** If there is a conflict, incongruity or inconsistency between the local law and these rules, the former shall in all respects govern and control.

S2. **Pool Closure.** At the discretion of Club management or the lifeguard, the pool may be closed at any time due to mechanical breakdowns, other operational difficulties, or for any other reason considered appropriate by Club management. The pool will be also closed during electrical storms and inclement weather. The Club reserves the right to close the pools earlier than the regularly scheduled closing time one night per week.

S3. **Dress Policy.** Only proper swim attire may be worn in the water. Cut-offs are not permitted swim attire. Hard soled shoes are not permitted within the pool area.

S4. Health and Safety.

S4.1 **Showering.** Shower before entering pool

S4.2 **Swimmer Health.** Admission to the pool may be refused to anyone who has symptoms of a cold, cough, inflamed eye, skin eruption, infection or any malady of a contagious nature.

S4.3 **Glass Items.** Other than eyewear, glass items of any kind, including but not limited to drinks and suntan lotion bottles will not be permitted within the swimming pool area.

S4.4 **Animals.** No animals are allowed in pool or on pool deck

S4.5 **Prohibited Activities.** Unsafe disturbances such as running, pushing, wrestling, ball playing, horseplay, diving, jumping, dunking other swimmers, spouting of water, expectorating or urinating, and unnecessary roughness or disturbances that endanger the safety of others are prohibited in the pool or pool area and may be assessed a fine or other sanctioned action.

S4.6 **Music.** Club management may provide music to the swimming pool area. Individual music may not be played so as to bother, annoy or disturb other users and may only be played with adequate earphones or headphones.

S4.7 **Swim Toys.** The use of air-inflated tubes, rafts, goggles, masks, flippers, nerf and beach balls may be permitted in the pools. Should the use of these devices or any other paraphernalia pose a threat to safety, the Club may discontinue their use at its discretion. No metal or rigid plastic toys will be allowed in the pools.

S4.8 **Flotation Devices.** Water wings, life jackets and inflated tubes are permitted to be used by children in the pool under the supervision of a parent, guardian or child care provider. The parent, guardian or child care provider must be at the pool edge or in the water with the child.

S4.9 **Diapers.** All non-toilet trained or incontinent persons must have tightly fitted disposable or cloth diapers with plastic pants, or swim diapers when using the pools.

S4.10 **Child Supervision.** A parent, guardian, adult child care provider or other responsible adult (collectively, "guardian") must accompany children fourteen (14) years of age and under. The guardian is responsible for the behavior and safety of the child or children. Lifeguards and other Club employees, staff or personnel may not be considered a guardian under any circumstances.

S4.11 **First Aid.** All injuries that occur on Club grounds must be reported immediately to the Club manager for administration of first aid. No provider of first aid, CPR or other emergency services to a person using the pool shall be held liable on account of any action voluntarily taken in good faith.

S4.12 **Other.** All commonly recognized rules of sanitation will be observed.

S5. **Club Not Liable.** All persons who enter the pool area do so at their own risk. The Club will not assume liability for any accident, injury or death in connection with pool use or for damage or loss of property, including negligence.

S6. **Lifeguard.** Generally a lifeguard will not be on duty. If a lifeguard is on duty, the lifeguard will interact with the Members and guests at the aquatic facility and create a friendly, family

atmosphere in the natatorium, but the lifeguard will **NOT** be responsible for the safety, well being and enjoyment of the aquatic programs and facility for all participants. Each Member or guest **IS** responsible for his safety, well being and enjoyment of the aquatic programs and facilities at the Club. The adult Member accompanying a person age 14 or younger **IS** responsible for said minor's safety, well being and enjoyment of the aquatic programs and facilities at the Club. Members and guests should not congregate around the lifeguard or engage the lifeguard in unnecessary conversation while they are on duty. Only a lifeguard on duty may climb or sit on the lifeguard towers. When a lifeguard is on duty, the lifeguard is responsible for enforcing the Rules and to preserve and protect Club property. In his or her sole discretion, a lifeguard may close the pool or the pool area for reasons of health and safety, and may also clear the pool for brief intervals. A lifeguard may require any person to leave the pool area and surrounding property if, in the opinion of the lifeguard, such person is endangering the health, safety, or pleasure of others, or if such person refuses to abide by the governing documents, Utah law or the Rules.

S7. **Restricted Areas.** Only the lifeguard and other Club employees are permitted in the restricted areas, including but not limited to the pump houses and lifeguard tower.

S8. **Safety Equipment and Furniture.** Safety equipment provided around the pools may be used for emergency purposes only. Pool furniture is available on a first come, first served basis, and may not be reserved or removed from the pool area. As a courtesy, those under eighteen (18) years of age are asked to relinquish pool furniture to adults.

S9. **Food and Beverages.** Except for water in closed containers, food and beverages are prohibited in the pool area. Food and beverages may be consumed in designated areas only. All garbage should be disposed of in proper trash receptacles.

S10. **Private Parties.** Exclusive use of the facilities may be permitted at the pools during open swim times if scheduled and approved by the Club in advance. Club functions have priority over exclusive activities. Furniture and eating areas may not be exclusively reserved, but may be used if available, on a first come, first served basis. Club employees are not available to serve as party coordinators, baby sitters, or to assist in any other way with individual activities or private parties. All participants must abide by these Rules at all times.

FITNESS CENTER

F1. Use of Fitness Center.

Age Requirement.

Children Ages 12-17 may use the gym but **MUST** be accompanied by a parent. Children Ages 16-17 may use the gym alone after he/she has been approved by a trainer. Children 18 years and older do not need supervision.

F1.1.

F1.2. **Use of Equipment.** Members should request proper instruction from the fitness center attendant before using unfamiliar equipment. Use of treadmills, elliptical machines, stationary bikes and other fitness center equipment should be limited to 30-minute sessions when other Members are waiting. Members and guests are solely responsible for their own safety while using equipment in the fitness center. Members and guests should wipe down the equipment following use.

F1.3. **Instruction.** Unless otherwise authorized in writing by the Club, paid or unpaid activities or instructions, other than those offered by the Club, are not allowed in the fitness center.

F2. **Dress Policy.** Proper sports attire in good repair, including athletic shoes, must be worn at all times in the fitness center. Shirts are required at all times. Bathing suits, wet or dry, are not allowed.

F3. **Food and Beverages.** Unless expressly allowed by Club management or offered in authorized vending machines, food is not permitted in the fitness center. Water and energy drinks in closed containers are permitted.

F4. **Music and TV;** Club management may provide music or television to the fitness area. Individual music may not be played so as to bother, annoy or disturb other users and may only be played with adequate earphones or headphones.

F5. **Cell Phones.** Cell phones are allowed if they do not create a nuisance. Callers are asked to be considerate and courteous to other patrons, and conversation should be short. Club management reserves the right to prohibit the use of a particular cell phone or cell phones generally.

F6. **Medical Advice.** Members and guests, especially if they are uncertain of their medical conditions, should check with their doctors prior to using the fitness center or commencing any training regime.

F7. **Trainers.** Club management reserves the right but is not obligated to provide fitness consultants, trainers, classes and so forth.

