

CALLAWASSIE ISLAND

Notice to Visitors and Guests

THE CALLAWASSIE ISLAND MEMBERS CLUB, INC. GENERAL CLUB RULES

MEMBER CONDUCT

-Members should refrain from confronting members, guests, or visitors regarding the misuse or suspected misuse of the Club property and amenities. The Club General Manager or Security should be promptly notified in such instances.

GUEST CONDUCT

-Members are responsible for the conduct of their guests and must see that they comply with all Club rules. In order that all members may enjoy our facilities, the number of guests may be restricted by the Club General Manager.

PARTIES AND EVENTS

-Private parties on the Club premises will be catered solely by the Club unless at the River Club.

-Member sponsored and hosted events involving significant commitment of Club facilities and nonmember use will be preapproved by the Board of Directors.

-Performance by entertainers will be permitted on the property of the Club only with the permission of the Board of Directors or the Club General Manager.

-Alcoholic beverages will not be served or sold, or permitted to be consumed, on the premises during hours prohibited by law. No alcoholic beverages will be sold or served to any person not permitted to purchase the same under the laws of the State of South Carolina or be sold for off-premises consumption.

-The Board of Directors or the Club General Manager will approve all nonmember sponsored functions to be held on Club premises prior to their authorization and will limit the number of such approved functions in accordance with current Club policies.

EMPLOYEES

-It is inappropriate for any members or guests to abuse or discipline any of the Club's employees, verbally or otherwise. Any employee not rendering courteous and prompt service should be reported to the Club General Manager.

-No member shall request an employee to leave the Club's premises for any purpose whatsoever nor redirect an employee from their scheduled work activities. Notify the Club General Manager, the golf or tennis professionals, or the golf course superintendent if a need occurs.

-Members must not request special or personal services from employees of the Club who are on duty.

-Club employees are not permitted to provide off-hour services away from the Club premises to members without the pre-approval of the Club General Manager. Members wishing such services should speak to the Club General Manager.

-Club employees are not permitted to deliver food or liquor to locations away from the immediate area of the Clubhouse without prior permission of the Club General Manager.

USE OF ELECTRONIC EQUIPMENT

-Use of cell phones and pagers is prohibited within Club buildings, on or near the golf practice facility, or while participating in sports or pool area activities except for emergency use.

-Use of radios, tape players, and CD players except with the use of headsets is prohibited in common areas, including dining rooms, bar, pool areas, on the golf course and tennis courts unless otherwise approved by the Board of Directors or the Club General Manager.

GOLF CARTS AND CART PATHS

-Use of the golf course or the cart paths by non-players is strictly forbidden at all times when the Pro Shop is open.

-Golf carts are not to be driven on the cart paths by members driving to and from the Clubhouse area. Members are requested to use the roadways for this purpose.

-Golf carts are to be white or near white in color and will be subject to the approval of the Golf Professional.

GOLF CART LIABILITY

-Liability concerning privately owned golf carts is solely the individual responsibility of the owning member.

LAGOON FISHING

-All fishing in the lagoons is strictly on a catch and release basis and is not to be conducted in any areas abutting the golf course during hours in which the Pro Shop is open.

RESERVATIONS

-Reservations for most Club activities are taken on a first-come, first-serve basis by pre-registering with the appropriate Club personnel.

-Dinner reservations are requested. Members are asked to assist in maintaining required service levels by making reservations for dining prior to noon on the day involved. For a party of ten or more, a minimum additional twenty-four (24) hour notice is required by the Clubhouse staff.

RESERVATION CANCELLATION

-Cancellation of reservations for special events must be made at least 24 hours prior to the event or according to the published event deadline. Members will be charged for the full cost of the event if not in compliance with this rule.

PRIVATE PARTIES

-The Club wishes to encourage the use of the Clubhouse by members for private parties on any day or evening, provided it does not interfere with the normal operation of the Club or with the service regularly available to the members. Such parties require a signed contract approved by the Club General Manager or the Clubhouse Manager. The sponsoring member assumes full responsibility for the conduct of his or her guests and may be required to execute a written document so signifying.

ATTIRE

-It is expected that members and their guests (children included) will 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. Special dress requirements may be established from time to time by the Board of Directors or the Clubhouse Manager and made known to the members.

-All men are asked to remove their caps/hats upon entering the Clubhouse. Exceptions will be made for medical or religious reasons.

-Established dress requirements apply to members and guests (children included).

-At no time will pool attire be permitted in the Clubhouse, except with a cover-up for picking up outgoing orders only.

-Acceptable attire includes:

Males

- Bermuda length shorts, golf slacks, business casual slacks and dress slacks (dungarees/work jeans/denim of any kind, gym/workout attire, cut-offs, and jogging/wind pants are not permitted).
- Shirts with sleeve and collar, turtlenecks and mock turtlenecks (tank tops are not permitted).
- Shoes, golf shoes, sneakers, dress sandals, and deck shoes (flip-flops, pool shoes, and work boots are not permitted).
- "Jacket Only" or "Jacket and Tie" are always acceptable and may be required upon special request.

Females

- Bermuda length shorts, golf slacks and dress slacks (dungarees/work jeans/denim of any kind, gym/workout attire, cut-offs, jogging/wind pants and short-shorts are not permitted).
- Appropriate length dresses and skirts. Dresses, skirts, pants and tops made in a "dress" denim style will NOT be permitted.
- A variety of tops are acceptable, but at no time will bare midriff, tank, tube, or halter tops be permitted.
- Shoes, golf shoes, dress sandals, sneakers, and deck shoes (flip-flops and pool shoes are not permitted).

GOLF ATTIRE

-Established dress requirements apply to members and guests (children included).

-Proper golf attire as stated is required at all times on the golf course and practice facilities.

-Soft spiked golf shoes, golf sandals, or sneakers are required (flip-flops, pool shoes, work boots, hiking boots, and street shoes are not permitted).

-Acceptable attire includes:

Males

- Bermuda length shorts or golf slacks (dungarees/work jeans/denim of any kind, gym attire, cut-offs, and jogging pants are not permitted).
- Shirts with sleeve and collar, turtlenecks and mock turtlenecks (tank tops are not permitted). Shirts with banded waist may be worn as designed; all other shirts must be tucked in.

Females

- Bermuda length shorts, culottes, skirts or golf slacks (dungarees/work jeans/denim of any kind, gym attire, cut-offs, and jogging pants are not permitted).
- A variety of tops are acceptable, but at no time will bare midriff, tank, tube, or halter tops be permitted.

TENNIS ATTIRE

- Established dress requirements apply to members and guests (children included).
- Proper tennis attire is required for use of the tennis facility both during play and practice. Sleeves are required on men's shirts.
- Smooth soled tennis shoes are required. Jogging shoes, basketball shoes, and street shoes are not permitted.

POOL ATTIRE

- Bona fide swim attire is required of all swimmers. Cut-offs, dungarees, and shorts are not permitted.
- Cloth and disposable diapers are not permitted. "Swimmies" are recommended for children when the situation warrants.

FITNESS CENTER ATTIRE

- Established dress requirements apply to members and guests (children included).
- Proper fitness attire is required for use of the Fitness Center.
- Tennis shoes are preferred. Golf shoes and open-toe shoes are not permitted.

GUESTS

- Callawassie Island property owners who are not members cannot use the Club facilities as a guest of a member except for attendance at private functions or other approved group activities.
- All guests shall either be "day guests" or "house guests". A house guest is defined as a guest temporarily residing in a member's unit at Callawassie. All other guests shall be considered to be day guests.
- A day guest may be invited to use the golf course, tennis or pool facilities up to a maximum of twelve (12) times per calendar year as a guest of a member or a combination of members.
- A house guest may be a guest of a member or a combination of members a maximum of twelve (12) times per calendar year for a maximum of thirty (30) days' use of Club facilities.
- An individual may be a combination of house guest and a day guest within a calendar year subject to the limitations of twelve (12) times and thirty days' use of Club facilities.
- A member may have a maximum of eight (8) guests at any one time. Large groups are not permitted to use several memberships in order to obviate this rule. Requests for exceptions to the above guest limits must be submitted to the Club General Manager at least 14 days in advance of the proposed guest arrival. Exceptions may or may not be granted depending on demands on the Club facilities by members and previously scheduled events.
- Guests must observe Club rules with regard to food, beverage, and amenity reservations.

REGISTRATION AND CHARGES

- Guests may use the Club facilities either in the company of or unaccompanied by the sponsoring member pursuant to conditions established by the Club from time to time including the payment of a guest fee if applicable.
- If a guest is to use the Club facilities at any time without the accompaniment of the sponsoring member, the guest must be registered for a guest pass at the Club office by the sponsoring

member prior to such unaccompanied usage. Information to be provided by the sponsoring member will include:

- Guest's name
- Club usage dates
- Callawassie residence and telephone number, if applicable
- Whether or not the guest is authorized to sign for charges against the sponsoring member's Club account

-Guest registration may be accomplished by the sponsoring member and guest personally appearing at the Club office or by letter, phone, or fax. A registered guest may pick up his or her guest pass at the Club office during normal business hours.

-Unaccompanied guests may not use Club facilities without a guest pass that must be made available upon request at any time.

-Member accompanied guests will not require a guest pass to use the Club facilities but must be registered with the appropriate professional prior to use of the Golf or Tennis facilities.

-Guests may sign for charges against the hosting member's account if specifically authorized to do so in writing by the hosting member or they may charge to recognized personal charge cards. The hosting member is responsible for any unpaid charges incurred by his or her guest(s).

-The sponsoring member is at all times responsible for the conduct of his or her guests while at the Club. If the manner, deportment, and appearance of any guest is deemed by the Club to be unsatisfactory, the sponsoring member shall at the request of the Club General Manager, cause such guest to surrender his or her guest card and leave the Club premises. The Club may at any time suspend or terminate the guest sponsorship privileges of any member(s) of the Club.

CHILDREN

-Children under fifteen (15) years of age are not allowed in the Clubhouse pool nor are they allowed in the Clubhouse unless accompanied by an adult.

-Children under fifteen (15) years of age may use the River Club pool when accompanied by an adult.

-Children under the applicable minimum legal drinking age are not allowed at the bar unless accompanied by an adult.

-The Golf Course may be used by juniors under thirteen (13) years of age with the permission of the Golf Professional.

-Children under the age of thirteen (13) are not allowed in the Fitness Center unless accompanied by an adult.

USE OF GOLF CARTS ON THE GOLF COURSE BY CHILDREN UNDER THE AGE OF FIFTEEN (15) WITHOUT THE PRESENCE OF AN ADULT IN THE CART IS STRICTLY PROHIBITED. ONLY LICENSED DRIVERS MAY DRIVE GOLF CARTS ON THE ROADS OF CALLAWASSIE.

LESSEE AND RENTER PRIVILEGES

-A member not residing in his/her Callawassie residential unit may designate a bona fide resident of such unit as the beneficial user of his/her membership. The designation of a bona fide resident as the beneficial user of a member's membership must be made in advance and in writing to the Club General Manager.

-The sponsoring member must initiate the application for resident privileges and furnish the Club General Manager with a copy of the Lease or Rental Agreement. The Club General Manager will determine if the person(s) named in the proposed agreement meet the requirements to be a bona fide resident. After these requirements are met, the resident may begin to use the Club facilities.

-During the period when a lessee is designated as the user of the member's membership, the member shall not have the rights or privileges of membership. However, the lessee's dining charges shall be allowed to count against the dining minimum on the membership since the owner of the membership is not allowed to use the facilities while the membership is being leased.

-The resident user of the member's membership shall pay the designated fees for use of the Club facilities.

-Temporary resident privileges may be denied, withdrawn, or revoked at any time for reasons considered sufficient by the Board of Directors in its sole and absolute discretion.

-The member will be responsible for the deportment of and for all unpaid charges of the temporary resident.

POOLS

USE OF THE CLUB POOL FACILITIES AT ANY TIME IS AT RISK OF THE SWIMMER.

GENERAL

-Only members and their guests may use the pools.

-Showers are required prior to entering the pools.

-Pool furniture must be kept on patio decks. All persons using pool furniture are required to cover the furniture with a towel when using suntan lotions. It has been found that these preparations stain and damage the vinyl strapping.

-No running, jumping, or boisterous playing is allowed.

-All persons using the pool areas and washrooms are responsible for keeping the areas clean by properly disposing of towels, cans, paper plates, cigarettes, etc.

-All swimmers must wear bona fide swimming attire. Cut-offs, dungarees, and Bermudas are not considered appropriate attire.

-Fishing, spear fishing and snorkeling equipment, other than a mask and/or fins are not to be used in the pool areas except as part of an organized course of instruction.

SAFETY

-No person under the influence of drugs or alcohol should use the pools.

-No spitting or blowing nose in pools.

-No person with communicable diseases allowed in pools.

-No person with skin, eye, ear or nasal infections allowed in pools.

- No animals or pets allowed in the pools or pool areas or on the marina docks.
- No glass or hard plastic allowed in the pools or pool areas.
- Pools are open from 8:00 a.m. to sundown.
- A FIRST AID KIT is located on the wall entering the restroom area at each pool.
- An EMERGENCY PHONE is located on the wall entering the restroom area at each pool.
- NO SOLO SWIMMING. NO LIFEGUARD ON DUTY. SWIM AT YOUR OWN RISK.

RULES ENFORCEMENT

-The Club General Manager has full authority to enforce these rules and regulations, and any infractions will be reported to the Board of Directors. By being mindful of these rules, all members and guests will be able to enjoy fully the pool facilities.

CLUBHOUSE POOL

- The clubhouse pool is an ADULT pool. Persons must be fifteen (15) years or older to use this pool.
- Bringing food and beverages to the Clubhouse pool area is prohibited during Club service hours of 11:00 am to 3:00 pm, Tuesday through Sunday. The Club will serve food and beverages poolside during these hours.
- No food is permitted in or around the perimeter of the pool. Members are encouraged to use the tables under the arbor.
- The maximum number of swimmers allowed in the pool is 100.

RIVER CLUB POOL

- Children under fifteen (15) years of age must be accompanied by a parent or guardian.
 - No food is permitted in or around the perimeter of the pool. Members are encouraged to use the picnic tables on the back deck of the River Club.
 - Those wearing diapers are prohibited in the pool.
 - The maximum number of swimmers allowed in the pool is 100.
- * All rules marked with an asterisk are required by the State of SC DHEC.

GOLF

-Rules concerning the use of the golf course and related facilities will be established from time to time by the Board of Directors with the advice of the Golf Committee, the Green Committee, the Golf Professional, or the Club General Manager, and will be made available to members as a printed booklet entitled, *Golf Rules and Guidelines*, and will include the following.

- Starting times and weather associated policies
- Rain check policy
- Driving range rules
- Private golf cart rules
- Golf course etiquette
- Attire

-All members should familiarize themselves with and comply with the Club Golf Rules to ensure and enhance the enjoyment of the golf facilities by all members.

-Social members may play golf only once a month during the IN SEASON (March 1 through May 15, and October 1 through November 30). Social Members may play golf twice a month during the OFF SEASON (May 16 through September 30, and December 1 through February 28).

-Special rules and notices concerning golf facility usage will be posted on the bulletin boards in the Pro Shop from time to time as necessary and appropriate.

-The golf facilities may be used by charitable organizations up to four times per year. Each event must be approved by the Board of Directors with consideration given to revenue production, exposure of Callawassie Island for marketing purposes and goodwill generated in the community. Although events must produce revenue, the events may or may not be profitable. Additional events may be approved on a case-by-case basis by the Board of Directors.

Private Golf Carts

-All privately owned golf carts must be registered and display either a trail fee sticker or a non-trail fee sticker. If a cart does not have a trail fee sticker, the owner of the cart may use it on the golf course only after payment in the Golf Pro Shop of all appropriate fees, including a cart fee.

-The right to use a privately owned golf cart on The Callawassie Island Members Club (the "Club") property is a non-transferable and non-assignable personal right.

-Privately owned golf carts while on Club property, shall be driven by licensed driver only. All operators of privately owned golf carts shall operate the golf carts safely and prudently and in accordance with all applicable state and local laws and regulations.

-Uniformity of private golf carts:

- a. All private golf carts shall be similar in appearance and shall be as close to the color white as possible.
- b. All private golf carts shall be four-wheeled and electrically powered, two passenger with head and tail lights for use on private roads.
- c. All private golf carts shall be equipped with a canopy, sweater basket, sand bottle or bucket holder, rear view mirror, power rib tires, and rake with holder.
- d. All private golf carts shall have a trail fee sticker or other authorized sticker/pass used by the Club.
- e. Golf carts also may have the following optional features: (i) tinted snap on windshield, (ii) all-weather enclosure, (iii) side sweater baskets, (iv) dash tray, (v) dash board, (vi) seat cover, and (vii) interior mounted heater, fans, horn and clocks.

-The owners of privately owned golf carts used on Club property shall maintain a liability insurance policy with adequate coverage for property damage and personal injury. Operation of a privately owned golf cart without such coverage can result in suspension of the right to use a private cart on Club property.

-The owner of a private golf cart will be held responsible for any and all damages resulting from the use or misuse of the golf cart, whether by the owner or another person authorized by the owner to use the golf cart.

-As long as annual trail fees are in effect for privately owned golf carts, such fees will be reviewed each year by the Club. Trail fees are a yearly fee and are non-refundable. Trail fees may be paid in total each if paid in January of that year or may be filled monthly. The trail fee shall not be prorated, except for the first year a member applies for a private cart privilege. A trail fee, paid

in full, in January of any given year is transferable with the cart if a member sells his/her property and membership during the year for which the annual trail fee has been paid. Any deviation, from the above, must be appealed to the Club General Manager.

-The annual trail fee includes only member, spouse and all family members of the member so long as such family members are (a) residing in the member's household or away at school or in the military and (b) under twenty-five (25) years of age, with a valid driver's license who named on the trail fee application. Members who own private carts, their spouse and family members may ride with other private cart owners at no charge.

-The spouse of a member currently using their privately owned golf cart may use a Club owned golf cart for playing golf at no charge.

-A maximum of two (2) riders and two (2) golf bags per cart is allowed on private golf carts when on Club property.

-The current trail fee sticker shall be removed if the private golf cart is sold or is no longer qualified to be under the trail fee program.

TENNIS

-Rules concerning the use of the tennis facilities will be established from time to time by the Board of Directors with the advice of the Tennis Committee, the Tennis Professional, or the Club General Manager, and will be posted on the bulletin board at the tennis court or in the Tennis Pro Shop, and will include the following.

- Sign up privileges and restrictions
- Tennis attire
- Court etiquette
- Court maintenance

-All club members are encouraged to familiarize themselves with and comply with the Club Tennis Rules to ensure and enhance the enjoyment of the tennis facilities by all members.

-Special rules and notices concerning tennis facility usage will be posted on the bulletin board at the tennis courts or the Tennis Pro Shop from time to time as necessary and appropriate.

RIVER DOCK USAGE

-The Club dock adjacent to the River Club is maintained and operated by the Club for the exclusive use of Club members and their guests. All other use of the facility, unless specifically authorized by the Club General Manager or the Board of Directors, is strictly prohibited and should be reported to the Club General Manager or Security.

-THERE WILL GENERALLY BE NO ATTENDANT PRESENT AT OR NEAR THE DOCK FACILITY AND ALL MEMBERS AND GUESTS USE THE DOCK STRICTLY AND COMPLETELY AT THEIR OWN RISK FOR ANY PROPERTY DAMAGE, LOSS OR PERSONAL INJURY. FOR SAFETY REASONS UNACCOMPANIED CHILDREN ARE NOT PERMITTED ON THE DOCK FACILITY.

-Club members or their guests are permitted to tie boats to the dock facility for a period not to exceed 72 consecutive hours when proper notification is given to the Club General Manager's office.

-In recognition of the severe river currents often present, rafting of a boat alongside another is not thought to generally be prudent and therefore, for safety reasons, extreme caution in doing so is recommended.

-In compliance with dock permit restrictions, no persons are permitted to remain on docked boats overnight and any discharge of waste, garbage, or other materials into the surrounding waters by any person at any time is strictly prohibited.

-All Club members owning boats and who anticipate using the dock facility from time to time are required to list their boat registration number with the Club General Manager's office in order that any observed problems with a docked boat can be promptly reported to the owner. Any member's guests docking boats for overnight stay are similarly requested to register boats with Security for safety reasons.

-Members using the facility for crabbing are required to clearly mark any traps left unattended at the dock with their names. Any baited trap placed in the water should be attended to at least once every 24 hours.

-The dock is in an important Club facility operated for the pleasure of all Club members, both boat owners and others. Mutual consideration of and respect by all concerned for the rights and privileges of other members, including adjacent property owners, is requested and expected.

-Callawassie Island Property Owners who are not Club members or their guests cannot use the dock facilities at any time including use as a guest of a member.

-Arrangement or payment for services will generally be expected to be made at the time the services are rendered.

Form of payment may be by use of Club account number by the member, member's immediate family or authorized guests of the member or recognized credit card

-Charges to a Club account will appear on the next monthly statement, and payment will be expected in accordance with the terms spelled out above.

DISCIPLINE

GENERAL

-Improper Conduct. Any member whose conduct, or whose family's or guests' conduct, shall be deemed by the Board of Directors to be improper or likely to endanger the welfare, safety, harmony or good reputation of the Club or its members, may be reprimanded, fined, suspended or expelled from the Club by action of the Board of Directors. The Board of Directors shall be the sole judge of what constitutes improper conduct or conduct likely to endanger the welfare, safety, harmony or good reputation of the Club or its members.

-Board Action. Improper conduct shall be immediately investigated by the Club General Manager then reviewed by the Board in Executive Session. If the Board decides to proceed with discipline, the member(s) involved will be immediately notified of the Board's intention to suspend and given an opportunity to be heard by the Board of Directors to show cause why he or she should not be disciplined in accordance with this Article. If the Board decides to proceed with the suspension and such member(s) desire to appeal, the Board of Directors shall set a time and date for the appeal hearing within 10 days from the date of the appeal request. While such appeal is being considered by the Board, the member shall enjoy the privileges of the Club.

-Notwithstanding the above, the Board reserves the right to suspend immediately without privileges should the circumstances warrant such action.

-Suspension. The Board of Directors may suspend a member and his or her family or guests from some or all Club privileges for a period of up to one (1) year. Dues and other obligations shall accrue during such suspension and shall be paid in full before reinstatement to full privileges.

-Termination. The Board of Directors may, by a two-thirds (2/3) vote of the directors, request the resignation of any member of the Club for cause deemed sufficient to the Board. If the member does not resign at the request of the Board, the member may be expelled by the Board.

-Expulsion. Any Member of the Club who has been expelled shall not again be eligible for membership nor admitted to Club Facilities under any circumstances. An expelled member shall be so notified by registered mail and shall have the obligation to surrender his or her membership certificate for reissuance by the Club to a new member.

-Voting Rights. Any member suspended or terminated by action of the Board of Directors shall automatically lose all membership privileges including the right to a vote on Club matters during the period of suspension or termination.

REPRIMAND, SUSPENSION, EXPULSION AND TERMINATION OF MEMBERSHIP

-Any member may terminate membership in the Club by delivering to the Membership Director written notice of termination in accordance with the Plan for the Offering of Club Memberships. Notwithstanding termination, the member shall remain liable for any unpaid club account, membership dues and charges (including any food and beverage minimums) until the membership is sold.

-A member may be reprimanded, expelled, or suspended by the Board of Directors if, in the sole judgment of the Board of Directors, the member, his or her family, or guests, or lessees is deemed improper or likely to endanger the welfare, safety, harmony or good reputation of the Club or its members. The following includes, but is not limited to, examples of conduct that are not acceptable:

- Exhibit unsatisfactory behavior, deportment and appearance
- Fail to pay the required membership contribution, dues, fees, charges (including any food and beverage minimums) or assessments in a proper and timely manner
- Fail to abide by the rules and regulations for the golf, tennis, pool, fitness, and dining facilities or for any other recreational facilities of the Club
- Verbally or physically abuse the personnel or employees of the Club
- Submit false information on his or her application or with respect to his or her guests or lessees
- Use or reproduce the information in the membership directory in any manner or means for commercial or charitable purpose or provide information contained in the membership directory to persons who are not members of the Club.

-The foregoing also shall apply to the family or guests of a lessee.

-Notwithstanding any termination or suspension of membership, the member shall remain liable for any unpaid club account or membership dues, fees, charges, and assessments, and such member shall not be entitled to a refund of any part thereof paid by the member to the Club.

-Any member who has had his or her membership terminated for any reason shall not again be admitted to the Club's Facilities under any circumstances while such suspension or termination is in force and shall not be permitted to vote on any matter brought before the members.

-A suspended or terminated member may have full membership privileges restored only by specific Board of Directors action to restore such status until such time as the membership is reissued under the terms of the Plan for the Offering of Memberships.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

-The Club shall not be responsible for any loss or damage to any property left or stored on the Club's premises, whether in lockers or elsewhere.

-No person shall remove from the Club's premises any property belonging to the Club without proper authorization. Every member of the Club shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged, or sponsored by the Club, caused by the member, or his or her family, guests, or lessees. The cost of any such damage may be charged to the members Club account.

-Any member, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club's premises, shall do so at his or her own risk, and shall hold the Club and its directors, officers, employees, representatives, and agents harmless for any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting there from and/or from any act or omission of any director, officer, employee, representative or agent of the same. Any member shall have, owe and perform the same obligation to the Club, and it directors, officers, employees representatives and agents, hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or such member.