

NOT RESPONSIBLE FOR LOST, STOLEN OR DAMAGED ARTICLES

RULES AND REGULATIONS **(Subject to Change Without Notice)**

Hours: The hours of operation shall be posted on the premises of the SPA. Hours and days of operation shall be subject to change at the sole discretion of the SPA.

Membership Cards: All Members upon entering the SPA are required to sign in and state their membership number. Unauthorized use of cards or facilities may subject user and member to civil and/or criminal penalties.

Travel Privileges: Check with your SPA for a list of affiliated SPAS. Use of facilities of these affiliates is available coast to coast at no additional charge, but is not guaranteed.

Extension of Membership Term: Due to sickness or absence from the city, for a period of 1 month or more, membership will be extended a period of equal time of absence. Members must check in with SPA BEFORE absence and be issued a leave of absence slip. Membership time can be added only under these circumstances and conditions. All extensions time must commence on day after expiration date. Non-renewable or temporary memberships do not qualify for extension.

Guest Privileges: Members may bring their friends or relatives for guest visits which shall include use of all the SPA's facilities. Members may bring as many guests as they like for any one visit; however, a particular guest may come no more than three times and not more than one time in one month. All guests must be at least 18 years of age unless otherwise posted in the SPA, and at all times must be under the guidance of a SPA instructor.

Maintenance of Facilities: The SPA may be temporarily closed for periods of up to two weeks each year for maintenance purposes. Should the facilities be unavailable for Member's use at any other time, due to damage by fire, act of God, catastrophe, accident or other reason beyond the control of the SPA, the membership term will be extended for a period equal to the time of such unavailability.

Lockers: Lockers are provided on a daily basis only and members are requested to bring their own locks, combination locks are preferred. Locks that are left on lockers overnight will be cut off. Personal belongings must be placed in lockers and not left in dressing booths.

Cleanliness and Conduct Suitable clothing is to be worn in the exercise area, which would include gym shorts and T-shirts or sweat suits, for men, and leotards or sweat suits for women, together with clean tennis shoes or socks. In the wet facilities areas, swimming suits are to be worn. Members are to shower

before entering any of the wet facilities. No swimming suits allowed in exercise area. Members should conduct themselves in such a manner that will prevent the SPA from being damaged, its cleanliness diminished, or in any way interfere in the attitude of promoting health in the facilities. Negative attitudes or disruptive conduct will not be tolerated.

Release of Liability for Personal Injuries and for Loss of Personal Property at the Spa: By the use of the facilities of the SPA and/or by the attendance at the SPA, the member expressly agrees that the SPA shall not be liable for any damages arising from personal injuries sustained by the member or his guests in, on or about the premises of the said SPA as a result of their using the facilities or equipment therein. By the execution of this agreement member assumes full responsibility of any such injuries or damages and further agrees that the SPA shall not be liable for any loss or theft of personal property. Member assumes full responsibility for any injuries, damages, or losses which may occur to member or his (her) guest in, on or about the premises of the said SPA and does hereby fully and forever release and discharge the SPA and all associated SPAs, their owners, employees and agents from any and all claims, demands, damages, rights or action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of the member or his (her) guests' use of the said SPA or the facilities and equipment thereof.

Statement of Health: Member warrants that he (she) is in good health and that he (she) has no condition which could be aggravated or worsened by usage of the SPA facilities. Further, member warrants that should he (she) develop a health condition which could be aggravated by usage of the SPA, that he (she) will immediately notify the SPA management in writing of such conditions.

No Foul Language: Foul language will not be tolerated.

Violations of Posted Rules and Regulations: Reasonable rules and regulations may be posted from time to time at the SPA regarding the health, protection or safety of Members, and all Membership Agreements shall be subject to strict compliance therewith. Failure by Member to so comply shall permit the SPA to revoke such Membership agreement, said revocation to be effective upon notice to Member.

Membership Renewal Fees: Membership renewal fees must be paid within 30 days following the expiration date or term of membership listed on the contract.