



## HOUSE AND GROUND RULES AND REGULATIONS

### Kona Kai Club

1551 Shelter Island Drive, San Diego, CA 92106 (619) 819-8134

Set forth below are the Rules and Regulations of Kona Kai Club at the Kona Kai Resort, located at 1551 Shelter Island Drive in San Diego, CA (here and after to be referred to as the "Club") and includes all of the facilities as may exist from time to time which may be operated by the Club, that will be applicable to all Members and guests. These Rules and Regulations replace and supersede all previous House and Ground Rules, and Rules and Regulations. The Club and Club Management shall refer to the Board of Directors of Kona Kai Resort or their duly authorized representatives.

The Club may, at its sole discretion, amend, alter, add to, or supersede these rules and regulations at any time.

A copy of the Rules and Regulations and all other rules and regulations are available to all Members at the Membership office during business hours.

**Conduct.** The Club Management or an assigned staff member shall have the authority to suspend or remove members or guests from the Club premises for conduct that is judged to be indecorous or detrimental to the welfare of the Club or in contravention to the Club rules. Use of cellular/video telephone and any distracting electrical equipment will not be permitted in the fitness/locker areas or in places that could distract others.

The conduct of each Member, his/her family and guests regarding consumption of alcoholic beverages on Club premises, including operation of motor vehicles following consumption of alcoholic beverages, is the responsibility of the individual member and or guest, such responsibility is not and shall not be assumed by the Club.

**Fitness Facilities.** All Member participants and their guests must register with the Club and sign the Club's liability waiver form before entering the fitness facility. Members under 15 years of age may not use the fitness facilities. Athletic clothing, shirts and closed-toed shoes shall be worn at all times. No wet swimming suits will be allowed. No food or alcohol, all beverages must be in a sealed closed plastic container

No glass containers are allowed. Equipment shall only be used in the manner specified by the manufacturer. As a courtesy to our fitness trainers, instruction of any kind, unless approved on advanced by Management, is not allowed by Members, guests or visiting fitness instructors.

**Swimming Facilities.** All Member participants and their guests must register with the Club and sign the Club's liability waiver form before entering the swimming facilities. Members under 15 years of age are not to be left unattended and must be supervised by parent or guardian at all times. Appropriate swimming attire must be worn in the swimming pool, spa and pool area. Children in diapers or training pants are not permitted in the pool at any time. Cut-off shorts are not acceptable as swimming attire. No carry-in food, alcohol or beverages other than water will be permitted. Food and beverages may be purchased from the Club and Resort outlets only. No glass containers are allowed. As a courtesy to our therapists and swim instructors, instruction of any kind, unless approved in advance by Club Management, is not allowed by Members, guests, therapists or visiting swim instructors. Unless otherwise posted, there will be no lifeguard on duty.

The swimming facility may be shared for various uses such as lap swimming, exercise classes and recreational swimming on the sole discretion of Club Management.

**Club Property.** Property belonging to the Club shall not be removed from the premises without written approval by the Club Management. The Club address or telephone numbers shall not be listed on any private stationary or advertisement as the business or residence of any member or guest compiling of members names, addresses and telephone numbers will not be permitted without written permission from the Club Management. Subscription or petition papers shall not be circulated on the Club premises, nor solicitation of funds for any purpose be made without expressed written approval by Club Management. No Member of the Club shall advertise his/her membership for sale nor shall any Member permit his/her Membership to be advertised for sale.

**Employee's Rights.** No Member or guest shall reprimand any employee. Complaints of poor service or discourtesy by any Club employee shall be reported to Club Management. Incident report forms are available at the Membership office. No Member or guest shall be permitted to send any employee off the Club premises for any purpose or call any employee for any service that interferes with his or her assigned duty at the Club.

**Smoking.** Smoking is not permitted in the athletic facilities.

**Firearms.** No firearms are permitted in the Club or on Club premises.

**Gambling.** Gambling is prohibited in the Club or on the Club premises in conformity with the law of the State of California.

**Priority and Use.** The Kona Kai Resort and tenants of Resort sponsored programs shall have priority over daily routine schedules and hours of operation.

**Guest.** Members must register all guests with the Club upon arrival and guests must sign the Club's liability waiver form prior to the use of the Club's facilities. Failure to register a guest will result in an automatic guest registration default fee of \$50. Guest registration default fees will be determined and revised at the sole discretion of the Club Management. Guests must be accompanied by the Members while using the facilities, including the pool and surrounding areas, health spa, or beach area. Members shall be responsible for assuring that their guests comply with all Club rules. A Member may bring the same guest to the facilities no more than one time in any one month. A daily guest fee of \$35 per guest will be charged to the account of the host Member. Members may bring a maximum of two guests at any one time. Groups including three or more guests must be approved in advance by Club Management. The number of allowable guests and usage fees are subject to change from time to time by Club Management. Members are legally and financially liable for their guests at all times.

**Day Passes.** The Kona Kai Club reserves the right to decide to whom it grants club day passes.

**Personal Property.** The Club shall not be responsible or liable for a Member or guest's property, nor shall the Club be neither responsible nor liable for the loss of Member or guest's property from any locker, locker room, parking lot, car, storage area, guest room or any other part of the Club. Club employees shall not be asked to watch personal belongings of any Member or guest. Inquiries regarding lost and found property shall be directed to the Lost & Found Department of the Hotel

**Charges.** All Members in good standing with a valid Club identification Membership card are authorized to charge transactions to their Membership account. Club identification Membership cards are non-transferable. For transactions, the current card must be shown. A credit limit is imposed on all Membership accounts. Accounts requesting an extension to their credit limit must apply in writing to the Club Management.

The Club will send monthly bills for expenses incurred which shall be paid within ten (10) days of receipt. A member shall be subject to suspension if the bill remains unpaid for thirty (30) days after the receipt of the bill; no notice of suspension is required. If the bill remains unpaid for sixty (60) days from the date the bill became payable, the member shall be subject to cancellation and revocation, though the member shall remain personally liable for all unpaid indebtedness.

After thirty (30) days all the accounts past due will result in suspension of club charging privileges. A one and a half percent (1 ½%) interest fee will be applied to overdue accounts until paid. After sixty (60) days, if the Club deems it advisable to employ counsel or a collection agency to affect collection of the delinquent account, the debtor shall be liable for court costs and reasonable expenses including reasonable attorney's fees incurred by the Club whether or not suit be brought.

The Club may impose any limitations or conditions on accounts as the Club deems advisable. Upon termination of membership for any reason, all accounts outstanding to the Club shall become immediately due and payable.

The Club does not cash personal checks.

**Discounts to members.** A discount consideration may be available for all Club members pertaining to resort accommodations, function rooms, bar, restaurant, cabanas, Tiki-Bar and food outlets off the property. Only food and beverages (alcoholic and non-alcoholic) that are purchased on the premises may be consumed on the resort and club allowed premises.

**Entering and Exiting the Club.** Members and guests shall enter and exit the property as designated. Please refer to prevailing parking policy. Members under the age of 21 are permitted to access to the Kona Kai Resort areas except where the law restricts access to minors in accordance with California state law where alcoholic beverages are served.

**Personal Conduct of Members.** Members 15 years of age and older may enter the Club unaccompanied only on the conditions of good behavior. Rowdiness, smoking, foul language, alcoholic drinks, illicit drugs, indecorous behavior or any other violation of House and Ground rules and regulations will result in the confiscation of the membership card. Further, the offending party may be denied future access to the Club premises.

**Locker Room Facilities.** All children under 15 years of age must be accompanied by a parent or guardian. Children over 4 years of age may not enter opposite sex locker rooms. Children under 15 years of age are not permitted in the steam rooms. When using the steam room, participants are required to sit on a towel or wear a swimming suit. Shaving is not permitted in the steam rooms. No food, alcohol or beverages other than water will be permitted in the locker rooms. No glass containers of any kind are allowed in the locker room areas. Lockers are available to members and guests during club hours. Contents left overnight shall be removed and be placed in lost and found. The club will not be responsible for valuables or other items left in lockers or on premises.

**Parking Policy.** Parking is permitted only during Club operational hours. Club members will be allowed one vehicle parking with membership. Unless approved by management, no vehicle may be parked at the Club during non-club hours. Parking longer than club hours may include imposition of a parking fee. Parking will be monitored and vehicles in violation will be impounded according to rules set by the management. Parking permits will be issued by the Club Management.

**Animals.** Animals shall not be permitted in the Club, on the beach, or in the pool area without prior arrangement with the Club Management. All animals must be registered with Club Management.

**Social Events.** From time to time the Club may provide social events held both on and off Club premises. RSVP and reservations are required, a Member shall provide his/her name, telephone number and membership number when making such reservation.

Unless otherwise specified, Members may bring their guests to a social function or class. Reservations for guests are required and shall be made with the Member reservation. A guest fee May be required. Cancellations may be accepted. A minimum of 48-hours' notice is required in order to receive a refund unless otherwise stated. Late cancellation fees may apply.

**Social Guests.** Any Member bringing a guest to a Club function shall be held liable for any action of that Person. The sponsoring Member shall accompany guests during social functions.

**Membership Card Holders.** All Members 15 years of age and older shall receive one Club Membership card for the purpose of identification. Members are required to carry and present their identification card on demand when on the Club premises. A member's Club Membership card may be confiscated by Club Management or any assigned staff member for any Member's violation of the House and Ground Rules or for any indecorous conduct. In the event that a Member in good standing arrives at the Club without possession of his/her Club Membership card, the Member must show a valid picture identification card at the fitness center desk. Lost or stolen cards will be replaced at a fee of \$25 per card.

Members may not charge goods and services to member account without a valid Club Membership card.

**Solicitation.** No petition or other solicitation for signatures or contributions shall be conducted within the Club facilities.