



THE PINEVILLE CLUB

RULES AND REGULATIONS

Revised January 2019

Effective Immediately

****Rules subject to change without notice.***

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THE PINEVILLE CLUB

RULES AND REGULATIONS

These Rules and Regulations have been established to govern the use of the Club Facilities provided at The Pineville Club from time to time and to promote the health, safety, welfare and enjoyment of all persons using the Club Facilities. It is the intent of management of The Pineville Club to limit these Rules and Regulations to the minimum required for the enjoyment of the Club Facilities by all members, immediate family members and their guests. The obligations of enforcing these Rules and Regulations for the good of all users is placed primarily in the hands of a trained staff whose principal responsibility is to assure members of all the courtesies, comforts and services to which a member at The Pineville Club is entitled. It is further the responsibility of the membership to be familiar with these Rules and Regulations and to abide by them at all times.

GENERAL CLUB RULES

1. The days and hours of operation of all Club Facilities and the services provided at The Pineville Club will initially be established by River Dell Investments, LLC, a North Carolina limited liability company, doing business as The Pineville Club (the “Club”) considering the season of the year and other circumstances. Use of the Club Facilities is only available during operating hours. Certain facilities will be closed from time to time for maintenance, repairs and other purposes deemed appropriate.

2. MEMBERS, IMMEDIATE FAMILY MEMBERS AND THEIR GUESTS USE THE FACILITIES PROVIDED AT THE PINEVILLE CLUB AT THEIR OWN RISK.

3. Members, immediate family members and their guests must abide by all rules established by the Club as they may be amended from time to time and members are responsible for ensuring that their immediate family members and guests comply with all rules established by the Club.

4. No member or group of members acting in concert shall allow the same guest to frequently use the Club Facilities as a substitute for membership.

5. All state and local laws concerning the sale of alcoholic beverages will be strictly enforced. Alcoholic beverages will not be served or sold, or permitted to be consumed, at The Pineville Club during hours prohibited by law. Alcoholic beverages will not be served or sold to any person not permitted to purchase the same under the laws of the state of North Carolina, or any applicable federal, state or local ordinance or regulation. Alcoholic beverages will not be sold for consumption off the Club Facilities. All alcoholic beverages consumed on the Club Facilities must be purchased at The Club.

6. Proper attire, decorum and consideration of the comfort of others must be observed at all times.

7. Members and immediate family members are not allowed in the storage areas, or other service or restricted areas of the Club Facilities.

8. Dogs and other pets, with the exception of guide dogs, are not permitted on the Club Facilities without the prior approval of the General Manager. If permitted on the Club Facilities, such dogs or other pets must remain on a leash at all times. Members are responsible for any damage caused by a dog or other pet owned by the member or under the member’s control.

9. All food and beverage consumed on the Club Facilities must be purchased at The Pineville Club and outside catering is not permitted, unless otherwise approved in writing by the General Manager.

Employees are not permitted to deliver food or beverages of any kind to locations away from the immediate area where sold, unless permitted by the General Manager.

10. Members, immediate family members and their guests may not supervise, give direction to, reprimand or abuse any of the Club's employees, verbally or otherwise. Verbal or physical abuse or harassment of employees is not tolerated. All employees of the Club are under the supervision of the General Manager and no member, immediate family member or guest shall reprimand or discipline any employee, request any employee to perform personal tasks while on duty at the Club Facilities, send any employee off the Club Facilities for any reason or request the personal use of the Club's furnishings or equipment which are not ordinarily available for use by members. Any employee not rendering courteous and prompt service should be reported to the General Manager immediately. All such reports will be given prompt attention.

11. Self-parking is permitted only in areas clearly identified for parking. Parking must be confined to spaces designated in the paved parking lot. Parking on grass areas, at the front entrance, in the delivery area, fire lanes or in any way which blocks the normal flow of traffic is not permitted. "No Parking" signs and reserved parking designations must be observed. Violators may be towed at the vehicle owner's expense.

12. Advertisements in any form, and solicitations of any kind, are prohibited on the Club Facilities and shall not be posted or circulated on the Club Facilities without the prior written approval of the General Manager.

13. Petitions may be originated, solicited, circulated or posted on the Club Facilities only with the prior written approval of the General Manager.

14. There shall be no solicitation in the name of, or on behalf of, The Pineville Club nor shall the name or logo of The Pineville Club be used for any purpose, without the prior written approval of the General Manager.

15. Smoking is not permitted on the Club Facilities, unless otherwise approved by the Club.

16. Loud or offensive language is not tolerated at any time.

17. No firearms or other weapons of any kind are permitted on the Club Facilities at any time.

18. To facilitate the proper management of the Club Facilities, all complaints, criticisms or suggestions relating to the operations of the Club Facilities must be in writing, signed and addressed to the General Manager.

19. The roster of members at The Pineville Club is the property of the Club and will only be furnished to members in the sole discretion of the Club. Members shall not give the membership roster to anyone who is not a member at The Pineville Club for any reason whatsoever. Unauthorized release of the membership roster by a member is a serious breach of Club policy. Violations will be reviewed by the Club and may result in the suspension or termination of membership or other appropriate disciplinary action.

20. Absolutely no fireworks are permitted anywhere on the Club Facilities unless part of a fireworks exhibit organized and conducted by the Club.

21. No performance by entertainers is permitted on the Club Facilities unless approved by the General Manager.

22. Use of all or any portion of the Club Facilities may be restricted or reserved by the Club and not available for use by members from time to time.

23. The personnel of the Club have full authority to enforce these Rules and Regulations and any infractions will be reported to the General Manager.

24. Any defined terms used herein which are not specifically defined in these Rules and Regulations shall have the same meaning given to such terms in the Plan for the Offering of Memberships.

25. The Club reserves the right to amend these Rules and Regulations as it deems appropriate from time to time. All amendments to these Rules and Regulations shall be effective when posted on the bulletin board at the clubhouse or mailed to the Club Members.

CLUB CHARGES AND MEMBER PAYMENTS

1. A membership club account number may be assigned and a membership card may be issued to the member and those immediate family members requested by the member. If issued, membership cards must be carried at all times while using the Club Facilities. Membership cards are not transferable and may not be used by any person other than the person to whom it is issued. Membership cards remain the property of the Club and must be returned to the Club upon the resignation or other termination of membership/user privileges.

2. The Club must be notified in writing immediately if a membership card is lost. The member shall be responsible for any charges placed on the club account until receipt of written notice of card loss is received by the Club. For each membership card replaced, a card replacement fee of \$25 will be automatically billed to the member's club account.

3. The Club may establish charging privileges for Club Members, in its sole discretion. If club charging privileges are permitted, the Club will establish the billing and payment procedure for all Club Members. In addition, the opportunity to charge to a club account will be extended as a privilege of membership privileges at The Pineville Club and is subject to continuing review and approval by the Club. The Club reserves the right to require that all dues and other Club Fees be charged to a member's personal credit card or debit card or by automatic bank draft.

4. Members are responsible for the payment of all charges incurred by their immediate family members and guests.

5. The Club shall be entitled to collect from the member any and all costs and expenses incurred by the Club in attempting to collect any amount(s) owed to the Club, or to enforce any other liability of a member to the Club, including reasonable attorneys' fees and court costs, regardless of whether legal action is filed (including fees required in connection with appellate proceedings).

DISCIPLINARY ACTION

1. Membership privileges and/or use privileges of any member, immediate family member or guest may be suspended or terminated by the Club or such other disciplinary action may be taken which is deemed appropriate by the Club, including, but not limited to, the imposition of a fine, if, in the sole judgment of the Club, the member, immediate family member or guest:

- a. submits false information on the Member Information Profile or Application for Membership Privileges, which if had been truthfully disclosed, would have rendered the applicant ineligible for membership privileges;
- b. permits the unauthorized use of a member's membership/use card or club account;
- c. exhibits unsatisfactory behavior, deportment or appearance or acts in any other manner determined to not be in the best interest of The Pineville Club or its members;
- d. fails to pay the membership fee, transfer fee, Club Fees or any other amount owed to the Club in a proper and timely manner or habitually fails to pay the Club Fees or any other amount owed to the Club in a timely manner;

- e. fails to abide by these Rules and Regulations established for use of the Club Facilities, as may be amended from time to time;
- f. treats the personnel or employees of the Club in an unreasonable or abusive manner;
- g. fails to accompany a guest when required by the Club;
- h. is convicted of a felony or any other crime involving moral turpitude; or
- i. engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of The Pineville Club or its members.

2. The Club has determined that the following process relating to the suspension or termination of a membership at The Pineville Club is fair and reasonable and shall be carried out in good faith. The member, immediate family member or guest shall be notified of any proposed disciplinary action and shall be given an opportunity to be heard by the Club (either in writing or in person) to show cause why the individual should not be disciplined in accordance with these rules. If the individual desires to be heard, they must provide a written request for a hearing to the General Manager within ten days after receipt of the Club's notice to the individual of the proposed action. Upon receipt of the written request for a hearing, the Club shall set a time and date for a hearing, and shall provide at least ten days' prior written notice of such hearing date to the offending individual. The hearing shall be held before such individual(s) (who may or may not be Club Members) as may be designated by the Club. At such hearing the following shall occur.

- a. The offending individual may make a statement and present any evidence or witnesses supporting the position that such person should not be disciplined.
- b. Only the representative of the Club, the offending individual and those persons who, in the discretion of the Club, have information relevant to the violation and/or proposed discipline shall attend the hearing.
- c. The representative of the Club shall present its arguments and evidence relating to the violation and the proposed discipline.
- d. The offending individual shall have the opportunity to be heard orally or in writing, to present witnesses and produce any statement or evidence on his/her behalf.
- e. The Club and the offending individual each shall have a reasonable opportunity to present relevant evidence. Both the Club and the offending individual shall each be allotted fifteen minutes (or such longer period of time as the hearing committee may deem necessary in its sole discretion) to present relevant matters at the hearing.
- f. Following the hearing, the hearing committee shall discuss the matter and the information presented at the hearing and notify the offending individual in writing of its determination and disciplinary action to be taken, if any, within ten days after the hearing. **THE DETERMINATION OF THE HEARING COMMITTEE IN ACCORDANCE WITH THIS SECTION SHALL BE FINAL.**

3. Depending on the severity of the violation in the discretion of the General Manager, membership/use privileges of the offending individual may be suspended by the Club pending a final resolution. Notwithstanding the requirement for notice and a hearing described above, the Club may immediately suspend the privileges of any member, immediate family member or guest, for non-payment of the membership fee, transfer fee, dues and other Club Fees or any other amount owed to the Club or if the Club determines, in its sole discretion, that such person's conduct, if repeated, would pose a threat to the health, welfare or safety of the Club or its members or that the time period involved in complying with the hearing procedures would render the hearing procedure ineffective to address or prevent a recurrence of such person's conduct within such time period. Following any such immediate suspension, the Club will then proceed with the hearing procedures described above.

4. The Club may at any time restrict, suspend or terminate, for cause or causes described in this section, the privilege of any member, immediate family member or guest to use any or all of the Club Facilities provided at The Pineville Club. A member may also be subject to discipline for the actions of his/her immediate family members and guests. No such member shall on account of any such suspension be entitled to a refund of any membership fee, transfer fee, Club Fees or any other amounts previously paid to the Club. During the suspension, Club Fees shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.

5. In the event a membership is terminated, then such terminated member shall lose all privileges to use the Club Facilities and shall not be refunded any portion of the membership fee or transfer fee previously paid to the Club. Any member who has had membership privileges terminated for any reason other than the failure to meet eligibility requirements for membership shall not again be eligible for membership privileges at The Pineville Club or permitted to use the Club Facilities as a guest or in any other manner.

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

1. Each member as a condition of membership, and each immediate family member and guest as a condition of invitation to use the facilities, assumes sole responsibility for his/her property. The Club is not responsible for any loss or damage to any private property used or stored at the Club Facilities.

2. Any personal property that has been left in or on the Club Facilities and remains unclaimed for six months or more may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of in any manner deemed appropriate by the Club, and the proceeds, if any, shall belong to the Club.

3. Property or furniture belonging to the Club shall not be removed from the room in which it is placed or from the Club Facilities, without prior approval of the General Manager. Each member is responsible for any property damage and/or personal injury occurring at the Club Facilities, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by the member and his/her immediate family members and guests. The cost of repairing or replacing any such equipment, furnishings or property of the Club shall be charged to the member.

4. Should any member, immediate family member or guest file a legal action against River Dell Investments, LLC, The Pineville Club or any management firm retained to operate the Club Facilities on a day-to-day basis for any claim and fail to obtain judgment therein against any of such entities, the member shall be liable to River Dell Investments, LLC, The Pineville Club and any management firm for all costs and expenses incurred by them in the defense of such legal action, including reasonable attorneys' fees (including fees required in connection with appellate proceedings).

SERVICE CHARGE

1. A service charge percentage, as determined from time to time by the Club, may be added to all food and beverage sales. Members may increase the service charge by noting the new amount and signing the charge ticket.

2. The Club may provide the members with an opportunity to contribute to a Holiday Fund for employees. The Club employs many people and this Holiday Fund provides the membership with an opportunity to show their appreciation. Management of the Club Facilities shall be responsible for the distribution of these funds.

CHILDREN

1. The Club may post policies at the entrance to a particular facility prohibiting use of such facility by persons under a specified age, or restricting use of such facility by children under a specified age unless accompanied and supervised by an adult. These policies must be observed at all times.
2. Any person who brings a child to the Club Facilities is responsible for such child's conduct and safety while on the Club Facilities. Parents are responsible for and must control their children with due regard to the wishes and comfort of other members.
3. Children twelve (12) to fifteen (15) are permitted on the Fitness Floor with an adult. Children sixteen (16) and over may use the Fitness Floor and Aerobic classes without an adult.

ATTIRE

1. The Club shall establish the dress requirements depending on the time of day and the particular area being used.
2. Everyone using the Club Facilities shall dress in a fashion befitting the surroundings and atmosphere of The Pineville Club and in a manner consistent with the specific dress policies and rules established by the Club for particular areas and activities. Members are responsible for advising their guests of the dress requirements.
3. The dress standards may be changed or waived by the Club from time to time for special activities and functions.
4. Shirts (for men) and shoes must be worn at all times on the Club Facilities, except in the locker rooms and in the immediate area of the swimming pool and exercise facilities.

MAILING ADDRESSES

1. Each member is responsible for filing with the Membership Office his/her mailing address and any changes thereto, to which monthly statements, notices, bulletins and other correspondence are to be mailed. Members shall be deemed to have received written communication from the Club as of the date delivered, if personally delivered or, if mailed, on the third business day following the date of deposit with the United States Postal Service, first class postage prepaid addressed to the member at the address on file with the Membership Office. In the absence of an address filing with the Membership Office, any Club mailing may, with the same effect as described above, be addressed as the General Manager determines 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 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 members are encouraged to participate.
2. The Club desires to encourage the use of the Club Facilities by members and other persons permitted by the Club for private parties, on any day or evening, provided it does not materially interfere with the normal operation of The Pineville Club, or with the services regularly available to the members.
3. Private parties are not permitted on the Club Facilities unless prior approval is obtained from the General Manager. The person sponsoring the private party shall be fully responsible for the conduct of the guests, for any damage caused by the guests and the installation of party decor and shall be responsible

for the removal of all such party decor following the event. The person sponsoring the party shall be responsible for the payment of any charges not paid by individuals attending the party or other function.

4. Special event functions will be scheduled from time to time at the discretion of the Club.

GUEST PRIVILEGES

Guest of members may be extended limited use privileges subject to payment of applicable guest fees and charges and compliance with the rules and regulations established by the Club. Guest privileges may be limited, denied, withdrawn or revoked at any time by the Club. Although it is the intention of the Club to accommodate guests without inconvenience to the members, the Club may from time to time: (i) limit the number of guests that accompany a member on any given day or other time period, and (ii) limit the times a particular person can be a guest.

All guests must comply with these Rules and Regulations and all other policies established by the Club. Sponsoring members are responsible for the conduct of his/her guests while on the Club Facilities. Any guest who, in the discretion of the General Manager, does not comply with these Rules and Regulations, or whose conduct is disruptive, abusive or otherwise inconsistent with the standard of conduct expected from members, may be asked to surrender any guest pass and leave the Club Facilities immediately.

The Club may also develop a program to allow a nanny, babysitter or other person who is hired to stay with the children of a Club Member to accompany the member's children to the Club Facilities.

Guests

1. Guests must be accompanied by the sponsoring member at all times unless otherwise permitted by the Club.
2. All primary members will be allotted ten (10) free guest passes a year. After the allotment has been redeemed, the guest passes will be \$10/person per day.
3. Guests will be charged guest fees for use of the facilities as may be established from time to time by the Club.
4. Privileges of guests may be limited by the Club, from time to time, in the sole discretion of the Club. Notice of such limitation will be given by the Club.
5. Guest fees and the personal fees and charges incurred by a day guest may be paid directly by the day guest. Sponsoring members are responsible for all unpaid fees and charges incurred by their day guests.
6. There is a nanny fee in the amount of \$100/year for a nanny or babysitter to be allowed to accompany the member's children in their absence.

POOL RULES

1. The pool rules are designed to create a safe and enjoyable experience for all pool users. The Pool Staff has complete authority to enforce all swimming and pool rules. The cooperation of all users is required.
2. All users must register upon entering any pool area. Members must also register their guests.
3. The Club may limit the number of guests a member may bring to any of the pools. Guests using the swimming facilities must be accompanied by the sponsoring member. A guest fee will be charged for each guest. Failure to register a guest may result in the imposition of a fine.

4. Use of the pool facilities is available only during those times when swimming is open. Lifeguards may not be on duty in the indoor pool. Use of the pool facilities is at the swimmer's own risk. Children under the age of sixteen (16) are permitted in the pools (and area around the pools) only if accompanied and supervised by an adult during allocated swim times. Please see attached Addendum Number One (#1) providing additional information regarding Sponsoring Member Permission Agreement.
5. The Club is not responsible for any accidents resulting from the use of any of the pools or for the loss or theft of bathing suits, articles of clothing or other personal property.
6. Members are not permitted to bring their own food and/or beverage to any of the pool facilities. All food and beverage consumed at any of the pool facilities must be purchased at The Pineville Club. Unless otherwise permitted by the Club Manager, outside catering is not permitted.
7. Playing is not permitted in the lap swimming zones.
8. Diving is not permitted in any area of any of the pools.
9. Any person requiring the use of a diaper is not allowed in any swimming pool except the baby pool. Any person requiring the use of a diaper must be supervised by an adult at all times and only permitted into the baby pool. Should any person requiring the use of a diaper have an accident in the baby pool, the supervising adult must report it immediately to the Pool Staff. The member or sponsoring member shall be responsible for all costs incurred in any necessary clean-up.
10. Showers are required prior to entering any of the pools.
11. All swimmers must wear bona fide swimming attire. Street clothes or other non-swimming attire are not considered appropriate swimwear to be worn in any of the pools.
12. Foul or abusive language will not be tolerated and may result in suspension of privileges.
13. Running, ball playing, excessive noise, and hazardous activities are not permitted in any of the pool areas.
14. Throwing of any object including balls, toys, Frisbees, wet clothes, etc. is not permitted.
15. Rubber fins are not permitted in any of the pools. Plastic fins are permitted in the pools.
16. Radios, music playing devices, and other personal electronic devices may only be used with earphones in any of the pool areas.
17. Any person leaving the pool area for over thirty minutes must remove all towels and other personal belongings from chairs and lounges. Any person absent from the pool area is not permitted to save chairs or lounges.
18. Tire inner tubes are not permitted in any of the pools. Air mattresses and other flotation devices may be permitted in the discretion of the Pool Staff. U.S. Coast Guard approved life jackets are permitted.
19. Any person with a skin disorder or other maladies potentially harmful to others may not use the pool.

20. All glass objects (including drinking glasses), beverage coolers, and sharp objects are not permitted in any of the pool areas.
21. All persons using the pool facilities are encouraged to cooperate in keeping the area clean by properly disposing of towels, cans, etc.
22. All persons must cover chairs and lounges with a towel during use.
23. Non-swimming individuals must be accompanied in the water by a supervising adult at all times. Small toys such as balls, water guns, rings, etc. may be permitted in the discretion of the Pool Staff depending on the number of persons using the facility and the manner in which the toys are used.
24. Pets, Skateboards, rollerblades, and bicycles are not permitted in any of the pool areas.
25. All food and beverages, including alcoholic beverages, must be consumed only in the designated sections of the pool area.
26. Parties at the pool facilities must be approved in advance by the General Manager. All accidents, no matter how minor, must be reported to the Pool Staff immediately

EXERCISE RULES

1. Regular operating hours for the exercise facilities will be posted by the Club and may be changed from time to time.
2. Prior to the use of the exercise facilities, a member, immediate family member and any guest will be required to sign a waiver of liability agreeing to hold River Dell Investments, LLC, The Pineville Club, and any management firm retained to operate the Club Facilities on a day-to-day basis, and their directors, officers, shareholders, partners, managers, members, employees, affiliates, representatives and agents harmless from any and all injuries sustained from the use of the exercise facilities.
3. All users must sign in upon entering the facility.
4. The Club may limit the number of guests a member may bring to the exercise facility. Guests using the exercise facilities must be accompanied by the sponsoring member. Failure to register a guest may result in the imposition of a fine.
5. Members, immediate family members and guests should first consult their physician before using any of the exercise facilities. Casual workout attire is acceptable at the exercise facilities. Tee shirts, gym shorts or warm- up pants are appropriate for men and leotards, tights, tee shirts, gym shorts or warm-up pants are appropriate for women. Closed-toed shoes are required on the Fitness Floor at all times.
6. Smoking and alcoholic beverages are prohibited at the exercise facilities. No food or drink, except water, may be brought into the exercise facility.
7. It is the responsibility of each user to obtain instruction on how to use the equipment prior to using such equipment, and the equipment is only to be used in accordance with such instructions.
8. It is the responsibility of all persons using the exercise facilities to consult with their 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 them from safely using the exercise facilities, or engaging in active or passive exercise.
9. ALL PERSONS USING THE EXERCISE FACILITIES DO SO AT THEIR OWN RISK.

All users assume full risk of loss and responsibility for any injury or damage to their health resulting from use of the exercise facilities.

10. No clothing or personal possessions may be stored under benches or in the common areas.
11. Children twelve (12) to fifteen (15) are permitted on the Fitness Floor with an adult. Children sixteen (16) and over may use the Fitness Floor and Aerobic classes without an adult.
12. Horseplay, profanity, disruptive conduct and indiscreet behavior at the exercise facilities are strictly prohibited.
13. Radios and other personal electronic devices may only be used with earphones.

TENNIS & BASKETBALL RULES

1. Proper tennis & basketball attire shall consist of tennis shoes and appropriate attire.
2. Courtesy and consideration should be observed at all times. Players and spectators shall not enter a court or walk across or behind a court while a point is being played. Players should enter their court from the area closest to the back of the court they will use. Disregard for court courtesy should be reported to the General Manager.
3. Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing, ball slamming or profanity is not permitted.
4. The Club may allow members to reserve court times in advance from time to time. Persons requesting a court time must give their name and membership number and the names of the players in their group. No standing reservations will be accepted.
5. Each player must register before playing. A player who fails to register prior to play shall have no standing on the court.
6. Players who fail to cancel their reservation one hour prior to their scheduled court time or who do not register ten minutes prior to their court time may be charged a fee equal to the court fee for guests.
7. At the end of their playing period, players must promptly relinquish their court to the next players. Once a player is off the court, the member may sign up for the next available court time. Doubles may reserve a court for one and one-half hours and singles may reserve a court for one hour (except for certain times designated by management).
8. The Club sign-in sheet will be checked against the reservation sheet each day for “no-shows.” A fine established by the Club may be charged for “no-shows.”
9. Children under sixteen years of age are not allowed on the courts without adult supervision, unless otherwise permitted by the General Manager.
10. Children not playing tennis or basketball are not permitted on the courts. Parents are urged not to allow unsupervised children to play around the tennis and basketball courts.
11. Use of the tennis and basketball courts shall at all times be subject to the control of management, which shall determine the suitability of the tennis and basketball courts for play. Courts will be closed when necessary for maintenance operations or when dictated by safety considerations as determined by management of the Club Facilities.



SPONSORING MEMBER PERMISSION AGREEMENT

(Each child brought to Pineville Club by a non-parent responsible adult must have a separate, signed agreement)

Sponsoring Members must stay on-site and may not check another person's child in or out of the Child Center

Non-member minor guest admittance may be restricted based on seasonal Guest Hours and a Guest Fee may apply

REQUEST FOR ADMISSION OF CHILDREN: I hereby request that Pineville Club admit onto its premises under the supervision of the undersigned each of the following minor child ("Child" or "Children") under the supervision of the undersigned Responsible Adult:

For the timeframe of ____/____/____ to ____/____/____

(Agreement is valid for up to 90 days from current date, and guest fee may apply to current and future visits)

For a one-time visit on ____/____/____

CHILD'S FULL NAME	DOB	PARENT/GUARDIAN PHONE
_____	_____	_____

ASSUMPTION OF RISK. I understand that there are dangers, hazards, and risks of injury or damage, some of which are inherent, in the use of Pineville Club's premises, facilities, equipment, services, activities or products.

Use of Premises and Services. I understand that use of Pineville Club's premises, facilities, equipment, services, activities or products ("Use of Pineville Club Premises and Services") can include but is not limited to (1) use of indoor and outdoor pools, waterslides, sauna, locker rooms, rock climbing structures, racquet courts, studios, fitness floors, fitness equipment, gymnasiums, child centers, kid's play areas, spa and salon, medi-spa, clinic or lab space, café, lobby, entryways, sidewalks, parking lots and any other facilities or equipment; (2) use of personal training services; group fitness classes (including yoga); child center services; kid's programs; spa and salon, medi-spa, or chiropractic services; and weight loss or nutritional programs; (3) use of services and participation in activities off Pineville Club premises, including but not limited to running, cycling, mountain biking, personal training, group fitness, athletic events, educational programs, wellness programs, travel programs, and field trips; and (4) all other programs, activities, classes, sessions, seminars, workshops, assessments, events, amenities, or benefits that are sponsored, endorsed or operated by Pineville Club on or off its premises.

Risks. I understand that the dangers, hazards, and risks of injury or damage in the Use of Pineville Club Premises and Services ("Risks") may include but are not limited to (1) slips, trips, collisions, falls, and loss of footing or balance, including "slip and falls" and falls from rock climbing structures or fitness equipment; (2) drowning; (3) equipment failure, malfunction or misuse; (4) property or information theft, loss, misuse or damage, including from lockers, vehicles, equipment, files or systems; and (5) other accidents or incidents that may result in injury or damage to me, Minor Member(s), Other Member(s), or Guest(s).

Injuries. I understand that such injuries or damages may include but are not limited to major or minor personal, physical, bodily, emotional, mental, economic, property or other types of injuries or damages ("Injuries") to me, Minor Member(s), Other Member(s) or Guest(s), including but not limited to (1) death; (2) paralysis, brain damage, heart attacks, strokes, disfigurement, heat stress and/or heat stroke, dehydration, concussions, hearing loss, torn or damaged muscles or ligaments, broken bones, allergic reactions, burns, sprains, bruises and scrapes; (3) aggravation of pre-existing injuries or medical conditions; (4) pain and suffering; (5) loss of consortium, love, affection, comfort, companionship, or care; (6) emotional distress, embarrassment, humiliation, or shock; (7) lost wages or lost earning capacity; (8) lost, stolen, misused or damaged property or information; and (9) any other disability, impairment, incapacity, injury or damage.

I understand that Risks and Injuries in the Use of Pineville Club Premises and Services (collectively, "Risks of Injury") may be caused, in whole or in part, by the **NEGLIGENCE OF PINEVILLE CLUB**, me, Minor Member(s), Other Member(s), Guest(s) and/or other persons. I FULLY UNDERSTAND, AND VOLUNTARILY AND WILLINGLY ASSUME, THE RISKS OF INJURY.

WAIVER OF LIABILITY. On behalf of myself and my spouse/partner, children/Minor Members, Other Members, Guests, parents, guardians, heirs, next of kin, personal representatives, heirs and assigns, I hereby voluntarily and forever release and discharge Pineville Club from, covenant and agree not to sue Pineville Club for, and waive, any claims, demands, actions, causes of action, debts, damages, losses, costs, fees, expenses or any other alleged liabilities or obligations of any kind or nature, whether known or unknown (collectively, "Claims") for any Injuries to me, Minor Member(s), Other Member(s), or Guest(s) in the Use of Pineville Club Premises and Services which arise out of, result from, or are caused by any NEGLIGENCE OF PINEVILLE CLUB, me, any Minor Member(s), any Other Member(s), any Guest(s), and/or any other person and, if in Canada, any breach by Pineville Club of the Occupiers' Liability Act (Ontario) (collectively, "Negligence Claims").

Negligence Claims. I understand that Negligence Claims include but are not limited to Pineville Club's (1) negligent design, construction (including renovation or alteration), repair, maintenance, operation, supervision, monitoring, or provision of the Use of Pineville Club Premises and Services; (2) negligent failure to warn of or remove a hazardous, unsafe, dangerous or defective condition; (3) negligent failure to provide or keep premises in a reasonably safe condition; (4) negligent provision of or failure to provide emergency care; (5) negligent hiring, selection, training, instruction, certification, supervision or retention of employees, independent contractors or volunteers; (6) negligent collection, use, disclosure or storage of personal, sensitive or other information (including negligent failure to implement or maintain information security controls); or (7) other negligent act(s) or omission(s).

Pineville Club's Fees and Costs. I specifically agree that, if I (on my own behalf or on behalf of another, including an estate) assert a Negligence Claim against Pineville Club and/or breach my agreement not to sue Pineville Club, I will pay all reasonable fees (including attorneys' fees), costs and expenses incurred by Pineville Club ("Pineville Club's Fees and Costs") to defend (1) the Negligence Claim(s) and (2) all other Claims based on the same facts as the Negligence Claim(s).

DEFENSE AND INDEMNIFICATION. On behalf of myself and my spouse/partner, children/Minor Member(s), Other Member(s), Guest(s), parents, guardians, heirs, next of kin, personal representatives, heirs and assigns, I agree to defend, indemnify and hold Pineville Club harmless to the fullest extent permitted by law from and against any Claim (including any Negligence Claim) asserted against Pineville Club by any other person (including but not limited to any Other Member, any Guest, any other Pineville Club member or guest, any family member who is not a Pineville Club member, or any other person or entity) arising out of, resulting from, or caused by the Use of Pineville Club Premises and Services by me, Minor Member(s), Other Member(s), or Guest(s). My agreement to defend Pineville Club means that I will pay all of Pineville Club's Fees and Costs incurred to defend the Claim from the date the Claim is asserted. My agreement to indemnify and hold Pineville Club harmless means that I will pay any settlement, judgment, or other damages, fees or costs of any type incurred by Pineville Club to resolve the Claim.

By signing this Agreement, I certify that I have the right and authority to make decisions concerning the care, custody and control of the Child above and have thoroughly read, fully understand, and voluntarily accept and agree to its terms.

_____	_____	_____	_____
Print Name of Responsible Adult	Signature of Responsible Adult	Date	Member ID (if applicable)

_____	_____	_____	_____
Print Name of Sponsoring Member	Signature of Sponsoring Member	Date	Member ID

_____	_____
Pineville Club Employee (Print Name)	Date Agreement Presented