

# ***CLUB ALTON***

## **FITNESS & RECREATION CENTER**

### **RULES AND REGULATIONS**

13255 Alton Road  
Palm Beach Gardens, FL 33418

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The use rights for Alton Community Recreation and Fitness Facility (also known as “Club Alton” or the “Club,” “Fitness Center,” “Recreational Facility” and “Recreational Facility Owner”) are set forth in these Rules and Regulations.

**DEFINITIONS**

1. **Recreational Facility**: Shall mean and refer to the swimming pool, spa, fitness facility, clubhouse, parking facilities, playground equipment, pickle ball, basketball and tennis courts, located on or around the Fitness Center, or any other similar facilities that may be added from time to time.
2. **Club Member**: Shall mean and refer to any person or persons or entity who is the record owner(s) of a fee simple interest in a residence within the Alton community.
3. **Immediate Family Members**: Shall mean and refer to (a) a Club Member’s spouse, (b) a significant other, and (c) unmarried children under the age of 25 who are living in the Club Member’s Residence and are attending school full time or serving in the military. Recreational Facility Owner reserves the right to verify school and/or military status upon request. Children not meeting the above criteria are not considered Immediate Family Members.
4. **Guest**: Shall mean and refer to any person or persons who are staying with the Club Member in their residence for a period of one month or less. A guest may also be a person who is invited to attend an event with the Club Member.
5. **Corporate Designee**: Shall mean and refer to any person or persons who have been officially designated as the occupying resident by the Corporate Entity.
6. **Residence**: Shall mean and refer to any properties for which a certificate of occupancy has been issued by the appropriate jurisdiction and which is intended for use and occupancy as a residence for a single family.
7. **Good Standing**: Shall mean that all assessments, fees, dues and accounts are current and that Club Member is not in violation of any of the Club’s Rules and Regulations.
8. **Indemnified or Released Parties**: Club Alton, KH Alton LLC, Alton Development LLC, Kolter Homes LLC, The Kolter Group LLC and each of respective officers, directors, managers, managing agents, stockholders (or equivalent), subsidiaries, parents, affiliates, agents, representatives, contractors and members.
9. **Hours of Operations**:

|                                    |                                |
|------------------------------------|--------------------------------|
| Fitness Center:                    | Monday-Sunday 5:00am-10:00pm   |
| Outdoor Pool                       | Monday-Sunday Dawn to Dusk     |
| Pickle ball/Basketball/Playground: | Monday-Sunday 6:30am-10:00pm   |
| Grand Room/Chill Zone              | Monday-Sunday 5:00am – 10:00pm |

Residents may neither enter, nor attempt to enter, the Recreational Facilities outside of the designated hours of operation. The security system is armed when the Recreational Facility is closed, and will sound if any attempt is made to enter or exit the building other than during designated hours of operation.

## **RULES AND REGULATIONS**

**Club Member and Guest:** All Club Members, immediate family members, and their invited guest(s) using the Recreational Facility must fill out an Informed Consent Waiver and Release Agreement. Upon arrival at Recreational Facility, Club Member must have in their possession a Club Alton access fob, which can be obtained through the Club's Management office located in the Club Building. The number of guests permitted to use the Recreational Facility shall never exceed four (4) guests per household at any given time.

Guests and minors age 16 or younger may use the Recreational Facility only while accompanied by a Club Member who is 18 years of age or older. The Club Member inviting a guest is responsible for informing the guest of the Rules and Regulations and any risks involved in the use of the Recreational Facility. Guests may not invite guests. Children under 16 years of age are not permitted use of the fitness room or its equipment.

All parties utilizing the Recreational Facility shall unconditionally, fully, and completely release Club Alton, KH Alton LLC, Alton Development LLC, Kolter Homes LLC, The Kolter Group LLC and each of respective officers, directors, managers, managing agents, stockholders (or equivalent), subsidiaries, parents, affiliates, agents, representatives, contractors and members (collectively, the "**Released Parties**"), from (1) any and all disputes, causes of action, claims, suits, controversies, judgments, executions and demands of any kind, including, without limitation, those based on breach of contract, negligence, strict tort or any other legal theory, whether in law or in equity, whether civil, legal, ethical, moral, or otherwise (collectively "**Claims**"), and (2) any and all losses, liabilities, fees and expenses, including, without limitation, attorneys' and other experts' fees, costs, and expenses incurred in the defense of any Claim (whether at the trial level or the appellate level) (collectively "**Losses**") all which the party using the Recreational Facility, on his or her own behalf and on behalf of his or her heirs, administrators, advisors, representatives, and executors ("**Member Parties**") has or may have in the future, both known and unknown, against any of the Released Parties that arise out of or relate to Club Member's presence in the Recreational Facility or use or misuse of the equipment, including but not limited to, the negligent acts or omissions of Club Alton or any other person present in the Recreational Facility, and Claims or Losses arising from the death of or personal injury to the Club Member, all of which are hereby waived by the Club Member, on his or her own behalf and on behalf of the Club Member Parties. The Club Member Parties shall be responsible to execute any and all documents necessary for children under the age of 18 years old in order for such child to use the Recreational Facility. All guest(s) must execute the documents, which shall be kept on file at the Recreational Facility.

**Lessee:** If a Residence has been leased by the Club Member to a lessee (the “**Lessee”**), the Lessee and the Lessee’s Immediate Family Members shall have the use of the Recreational Facilities only upon such time as Lessee’s lease of the Residence has been submitted to the Recreational Facility Owner for approval of such use rights of the Recreational Facility. Upon approval by the Recreational Facility Owner, the Lessee must execute the documents and follow all of the Rules and Regulations a Club Member would. A Club Member who has leased his Residence must remain in good standing in order for the Lessee to utilize the Recreational Facility. If the Club Member does not remain in good standing, the Recreational Facility Owner may suspend the Lessee’s use rights of the Recreational Facility. In the event a Club Member has leased its Residence, Club Member will not have the right to use the Recreational Facility during any period that his or her Residence is leased. A Lessee’s use rights will terminate upon the expiration of the lease. Lease renewals must be submitted to the Club Management office, 30 days prior to the expiration of the current lease. All Club Members will receive two (2) fobs to gain access to the Recreational Facility. If a Club Member leases his/her Casita, it will be the Club Member’s option to provide one of those fobs to the lessee.

**Corporate Designee:** The Recreational Facility Owner must be notified in writing of the person(s) who will be living in the Residence. Only one (1) director, officer or partner, his or her spouse or significant other, if any, and their Immediate Family Members living in the Residence will be considered for use rights of the Recreational Facility. An entity that has chosen to lease their residence shall have the same requirements as outlined in section B above. A Lessee shall have the same rights regarding guests as provided to Club Members and outlined in Section A above.

**Pets:** Dogs or other pets (with the exception of service animals) are not permitted within the Recreational Facility or Facility Grounds except under special circumstances and when authorized by Management Staff. Where dogs are permitted on the grounds, they must be on a leash and Club Members must clean up after them. Club Members, Lessees, and Corporate Designees are responsible for damage caused by an animal owned or controlled by any of them, their families or guests. In no event shall such animals be permitted in the swimming pool.

**Attire:** Club Members and their guest(s) should dress in a manner appropriate to the activities enjoyed at the Recreational Facility. Wet swimwear is NOT permitted anywhere, except in the pool area. Swimmers should access the pools through the pool gates only. Shirts and shoes must be worn in the Recreational Facility at all times. Management Staff may request those improperly dressed to change or leave.

A. **Other Restrictions:**

- i. Commercial advertisements may not be posted or circulated in the Recreational Facility nor shall business of any kind be solicited or conducted on the Recreational Facility premises. Programs or events that are sponsored by a business may be permitted if they are considered of value to residents. A detailed letter outlining the program is to be submitted to the Club for review and approval. Such programs must be scheduled with the Club’s

Management and must follow guidelines set-forth by the club owner. The Recreational Facility may not be used for any function or activity involving the attendance or participation of non-Club Members without the prior approval of the Recreational Facility Owner and/or Managing Agent.

- ii. Reservation agreements for use of the Grand Hall/Chill Zone and private functions must be executed prior to use. Rental agreement(s) will be available at the Club Management office. Deposits and rental fees will be due upon execution of the rental agreement(s). Please refer to the rental agreement for specific details. Rentals may be restricted depending on type of usage.
- iii. The Recreational Facility shall not be used in connection with organized religious or political services or fundraising efforts or other activities except as may be approved by the Club Recreational Facility Owner and/or Managing Agent
- iv. No one should request special personal services from employees of the Club or use of the Club's furnishings or equipment that are not ordinarily available for use by Club Members.
- v. Roller blades, skateboards, bicycles and similar equipment may not be brought into or used in the Recreational Facility or the pool areas. All bicycles must be secured in the bicycle racks provided.
- vi. Golf carts are to be parked only in parking lot. Golf carts may not be parked on grass.
- vii. Children are permitted in the Recreational Facility only if they are supervised at all times. Children under the age of 16 must be accompanied by an adult 18 years of age or older who are not to be engaged in any activity that may diminish his or her ability to control the behavior of the child. Unattended children will be asked to leave. Any person engaging in disruptive activity that affects the pleasure of other guests will be asked to leave. Recurrent behavior will result in probation.
- viii. Smoking, (including, but not limited to cigar, pipe, e-cigs) is NOT permitted in the Recreational Facility, Patios/Lanais, pool areas (indoor and outdoor) or within fifty feet (50') of the Recreational Facility.
- ix. All cell phones must be silenced while inside the Recreational Facility.
- x. Complaints, criticisms, or suggestions relating to the operation of the Recreational Facility or conduct of the staff should be presented in writing to the Recreational Facility Owner or Managing Agent.
- xi. Club Members and guests may not verbally or otherwise abuse, reprimand, or discipline any person working at the Recreational Facility, or send such person off the premises for any reason whatsoever.
- xii. Absolutely no alcoholic beverages of any kind may be brought into or used in the gym areas. Glass and breakables are strictly prohibited.
- xiii. Eating and drinking (except water from spill-proof containers) are prohibited, except at locations designated by the Recreational Facility Owner.
- xiv. Absolutely no fireworks are permitted anywhere on Recreational Facility property or adjacent areas unless part of a fireworks exhibit organized and conducted by the Recreational Facility.
- xv. Firearms and all other weapons of any kind are not permitted on Recreational Facility property at any time.

- xvi. No one shall use the roster or list of Club Members for solicitation, commercial or political purposes or distribute the roster or list to anyone other than a Club Member.
- xvii. In no event shall the Recreational Facility discriminate against any individual because of the individual's race, color religion, sex, sexual orientation, national origin, age, handicap, marital status or any other legally prohibited classification.
- xviii. Use of the Recreational Facility Facilities may be restricted or reserved from time to time by the Recreational Facility Owner or Managing Agent.

**B. Responsibility for Personal Property and Persons:**

- i. Each Club Member and Lessee assumes sole responsibility for the health, safety and welfare of himself/herself, his or her Immediate Family Members, and guests, and the personal property of all of the foregoing.
- ii. The Recreational Facility Owner is not responsible for any loss or damage to any private property used or stored on the Recreational Facility property. Without limiting the foregoing, any person parking a car within the parking areas assumes all risk of loss with respect to his or her car in the parking areas; equipment, jewelry or other possessions stored in the Recreational Facility, on bicycles, or within cars, and wallets, books and clothing left unattended at the Recreational Facility.
- iii. Any Club Member, Lessee, Immediate Family 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 Recreational Facility or Recreational Facility Owner, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Recreational Facility or the Recreational Facility Owner or Managing Agent, either on or off the Recreational Facility property, shall do so at their own risk. Every Club Member and Lessee and their Immediate Family Members and guests shall be liable for any property damage and/or personal injury at the Recreational Facility, or at any activity or function operated, organized, arranged or sponsored by the Recreational Facility or Recreational Facility Owner or Managing Agent, caused by any Club Member, Lessee, Immediate Family Member, or guest. Each Club Member, Lessee, Immediate Family Member, or guest of a household shall be jointly and severally liable to the Recreational Facility Owner in connection with the foregoing. Without limiting the foregoing, the Recreational Facility Owner may impose an administrative fee on a Club Member of Five Hundred and 00/100 Dollars (\$500.00) in addition to requesting that a Club Member pay Indemnified Parties, as such term is defined below for all losses incurred by the Indemnified Parties as a result of said Club Members, Lessee's, Immediate Family Members' or guests' behavior.
- iv. Property or furniture belonging to the Recreational Facility shall not be removed from the room or area in which it is placed or from the Recreational Facility.
- v. Each Club Member, Lessee, Immediate Family Member, and guest agrees to indemnify and hold harmless the Released Parties against all actions, injury, claims, loss, liability, damage, costs and expenses of any kind or nature whatsoever ("**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to such Club Members

use rights including, without limitation, use of the Recreational Facilities by Club Members, Lessees, Immediate Family Members, and their guests or the interpretation of the these Rules and Regulations.

- vi. Should any Club Member, Lessee, Immediate Family Member, or guest bring suit against Recreational Facility Owner or any of the Indemnified Parties, the Homeowner, Lessee, Immediate Family Member, and guest shall be liable, jointly severally, to such parties for all losses, costs and expenses incurred by the Indemnified Parties in defense of such suit, including attorney's fees, paraprofessional fees, and court costs and expenses at trial and upon appeal.

C. **Violation of Club Rules; Basis for Suspension:** Use rights of a Club Member, Lessee, Immediate Family Member, or guests may be suspended by the Club, if, in the sole judgment of Recreational Facility Owner and/or Managing Agent:

- i. The Club Member, Lessee, Immediate Family Member violates one or more of these Rules and Regulations.
- ii. A guest or other person for whom a Club Member or Lessee is responsible violates one or more of these Rules and Regulations.
- iii. A Club Member fails to pay all assessments, fees, dues and accounts in a proper and timely manner.
- iv. A Club Member, Lessee, Immediate Family Member, or guest(s) has injured or harmed any person within the Recreational Facility, or harmed, destroyed or stolen any personal property within the Recreational Facility that belongs to a third party or to the Recreational Facility Owner.
- v. A Club Member, Lessee, Immediate Family Member, or guest(s) verbally abuses and/or disrespects another member, club employees, and/or management of the club.
- vi. An access fob may not be used by any person other than the person to whom it is issued. Membership cards are not transferable.
- vii. In the event of a lost or stolen access fob, the Club Member must notify the Club Management immediately. The club will cancel the fob and issue a new access fob. A replacement fee as determined by the Club Management will be charged for lost or stolen access fobs.
  - i. The procedure for violation of these Rules is as follows: (a) verbal warning; (b) written warning; (c) loss of all Recreational Facility privileges for 30 days; (d) Recreational Facility Owner and/or Managing Agent appeal/treating.

**NOTE:** Unacceptable behavior inside the Recreational Facility or anywhere at the Recreational Facility may result in immediate removal and/or suspension from the Recreational Facility. Profanity is not permitted.

- D. **Types of Suspension:** Recreational Facility Owner and/or Managing Agent may restrict or suspend, for cause or causes described in the proceeding section, privileges of any Club Member, Lessee, Immediate Family Member, or their guest(s), to use any or all of the Recreational Facility. By way of example, and not as a limitation. Recreational Facility Owner and/or Managing Agent may suspend the use rights of a Lessee if such Lessee's Club Member fails to pay all assessments,



fees, dues and accounts in a proper and timely manner. In addition, Recreational Facility Owner and/or Managing Agent may suspend some use rights, while allowing a Club Member to continue to exercise other use rights. For example, Recreational Facility Owner and/or Managing Agent may suspend the rights of a particular Immediate Family Member, or prohibit a Club Member and his or her Immediate Family Members from using the Social Club, Pools or Fitness Center Facilities, Pickle ball, Basketball and Tennis Courts. No one whose use rights have been fully or partially suspended shall on account to any such restriction or suspension be entitled to any refund of fees associated with such use rights.

- E. **Recreational Facilities:** The Social Club and Fitness Facilities may only be used during the hours in which the Recreational Facility is opened. Clothing and equipment may not be left overnight in the lockers. The Recreational Facility Owner shall not be liable for loss of any items from the locker rooms, card rooms or classrooms. No locks shall be left overnight. Locks are subject nightly to removal and disposal.

The Recreational Facility's Club Management will approve all personal trainers that will be permitted to train in the Fitness Facility. Personal Trainers not approved by the Recreational Facility's Club Management shall not be permitted to enter the Fitness Facility under any circumstances. Club Member must schedule all personal training sessions with the approved trainer. All conversations should be kept to a volume level not offensive or disruptive to others.

i. **Fitness Room Restrictions:**

- **CHILDREN UNDER 16 YEARS OF AGE ARE NOT PERMITTED USE OF THE FITNESS ROOM OR ITS EQUIPMENT.**
- Guests may use the facility only when accompanied by a Club Member.
- Equipment must be wiped down with a GYM WIPE (provided) after every use.
- Use of equipment is AT YOUR OWN RISK. Observe all guidelines for using equipment safely.
- Cardiovascular equipment may not be reserved. The maximum time limit for using the cardiovascular equipment will be thirty (30) minutes per person if anyone is waiting to use the cardiovascular equipment.
- Personal headphones or earbuds are required for any audio play, including TV's.
- Cell phones are to be silenced and calls received may be taken in the lobby, locker room or outside the facility building.
- Guests may use the facility only when accompanied by a Club Member.
- Equipment may not be moved from its location.
- Appropriate workout attire and shoes must be worn at all times. No swimsuits, cutoffs, flip flops or hard soled shoes.
- No rough play, running, loud, disruptive behavior, or profanity is permitted.
- Outside training equipment is not permitted to be brought into facility by any person.
- Club Member shall be responsible for any damage to the equipment.
- Eating, drinking (except water from spill proof containers) is prohibited.

ii. **Social Club Restrictions:**

- **CHILDREN UNDER 16 YEARS OF AGE ARE NOT PERMITTED IN SOCIAL CLUB WITHOUT ADULT SUPERVISION**
- Guests may use the facility only when accompanied by a Club Member.
- Glass containers are not allowed in the patio/lanai areas.
- Furniture/Equipment may not be moved from its location.
- Proper attire and shoes must be worn at all times.
- No rough play, running, loud, disruptive behavior, or profanity is permitted.
- Club Members shall be responsible for any damage to the clubs facilities, including but not limited to, all interior and exterior property.

F. **Swimming Pool, and Spa:**

**Hours of Operations/Capacities**

|                       |               |              |
|-----------------------|---------------|--------------|
| Outdoor Pool          | Monday-Sunday | Dawn to Dusk |
| Outdoor Spa Capacity  | 8             |              |
| Outdoor Pool Capacity | 132           |              |

i. **Risk of Use and Other Restrictions:**

- **CHILDREN UNDER 16 YEARS OF AGE MAY NOT BE IN THE POOL OR SPA AREA UNLESS ACCOMPANIED BY AN ADULT.**
- No children under 16 years of age will be permitted in the spa.
- Each household is allowed 4 guests at any one time in recreational facilities and must be accompanied by resident.
- Guests may use the facility only when accompanied by a Club Member.
- No lifeguard is present in the pool area. Use of the pool is at your own risk.
- Diving, running, horseplay, loud music, rafts, Frisbees, bicycles, roller blades and skateboards are not permitted in the pool or the surrounding deck. Balls are not permitted unless inflatable. Profanity is not permitted.
- All persons must shower before entering the pool. Any person who is not toilet trained or is incapable of controlling bodily functions is not permitted in the pool without swim diapers or other form of protective covering. Contamination of the pool caused by the Club Member, Lessee, Immediate Family Member or guest will be individually assessed for the cost of draining and re-treating the pool if necessary.
- No music can be broadcast at the pools except when an official Alton party or event is going on. Individual music must be played thru headsets or earbuds so that residents are not inconvenienced by boom boxes and other music played openly so that others can hear.
- Maximum spa (hot tub) temperature is 104 degree Fahrenheit. For your safety, please limit use to 15 minutes. Pregnant women and those with heart problems, high blood pressure or those who are on medication should consult with their physician before using the spa.

- No food, glass, other breakable containers or alcoholic beverages of any kind may be brought into or used in the pool or spa areas except during scheduled events. Food and drink are restricted to the designated lanai areas, where tables are provided. Private parties are not permitted in this area.
- All litter must be deposited in the trash containers.
- Tables & chairs shall be put back in place after use. Do not place chairs/lounges in pool. You may not SAVE chairs when you are not in pool area (i.e. placing towels on them – they will be removed)
- All persons entering the Recreational Facility from the pool area must be dry and be properly attired.

G. **Pickle ball, Basketball and Tennis Courts:** Proper court etiquette should be observed at all times. Excessive noise, profanity or other unsportsmanlike conduct will not be permitted. Such conduct may result in a player being asked to vacate the court.

- i. **Reservations.** No reservations will be taken for the courts, except for organized groups that have been approved by the Club Management. They will be available on a first come first serve basis. Court use will be limited to two hours when others are waiting to play.
- ii. **Restrictions.**
  - Shirts and shorts must be worn at all times and must have hemmed edges. Cutoff jeans, swimsuits and other such attire are prohibited. Only sneakers are permitted on tennis, pickle ball and basketball courts. Street shoes are not permitted.
  - The courts may not be used as walkways or thoroughfares. Bicycles, carriages, skates, roller blades, play pens and other such extraneous items may not be brought onto the courts.
  - Anyone using a tennis, pickle ball, or basketball court is responsible for removing all trash and debris from the court prior to departure and disposing of it properly.
  - Club Members or Lessees may invite guests to play on the courts. A guest may play tennis with a Club Member or Lessee, who must be on the court at all times. The Club Member or Lessee must also be present with guest(s) on the pickle ball and basketball courts.
  - Court Etiquette: United States Tennis Association (USTA) rules, etiquette and courtesies apply.
  - All persons requesting the return of a tennis ball from another court should ask permission to retrieve it only when play on the affected court has halted. Do not attempt to retrieve the ball unless players on that court have granted permission.

H. Children's Play Area:

i. Conduct.

- All children must be closely supervised by an adult not engaged in any other activity.
- Playground is for children under the age of 12 only.

I. Safety:

In the event of an emergency, call 911 then notify a Recreational Facility Staff Member if available. Any incidents or accidents occurring during non-staffed hours needs to be reported to Club Management as soon as possible.

**THE PERSONNEL OF THE CLUB WILL HAVE FULL AUTHORITY TO ENFORCE THESE RULES AND REGULATIONS AND ANY INFRACTIONS WILL BE REPORTED TO CLUB MANAGEMENT. THESE RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME BY THE RECREATIONAL FACILITY OWNER WITHOUT THE CONSENT OF ANY CLUB MEMBER OR ENTITY. ALL CHANGES TO THESE RULES AND REGULATIONS SHALL BE POSTED IN A CONSPICUOUS PLACE WITHIN THE RECREATIONAL FACILITY OR, IN RECREATIONAL FACILITY OWNER'S SOLE DISCRETION, COMMUNICATED OTHERWISE TO THE HOMEOWNERS.**

# Club Alton

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Emergency Contact (name and phone #):  
\_\_\_\_\_

## **INFORMED CONSENT WAIVER and RELEASE AGREEMENT**

Thank you for using the Club Alton facilities. Management requests your understanding and cooperation in maintaining both your and our safety and health by reading and signing the following Informed Consent Agreement.

I, \_\_\_\_\_, declare that I intend to use some or all of the facilities offered by Club Alton by Kolter Homes, (the "Recreational Facility"), including, but not limited to: the fitness center, swimming pool, tennis, basketball, pickle ball, and meeting rooms and to participate in events sponsored from time to time by the Recreational Facility (the "events"). All of these activities and programs are collectively referred to as the "facilities." In consideration for being allowed to use the facilities and participate in the events (collectively, the "activities"), I declare as follows:

1. I understand that each individual (myself included) has a different capacity for participating in such activities and services. I assume full responsibility during and after my participation for my choices to use or apply, at my own risk, any portion of the information or instruction I receive. **I have read and agree to comply with the written rules and regulations for use of the facilities.**
2. I understand that part of the risk involved in undertaking any activity or program is relative to my own state of fitness or health (physical, mental or emotional) and to the awareness, care and skill with which I conduct myself in that activity or program. I acknowledge that my choice to participate in any activity or program at Club Alton by Kolter Homes brings with it my assumption of those risks or results stemming from this choice, and the fitness, health, awareness, care and skill that I possess and use.
3. I understand that participating in the activities may involve risk, including economic loss, health, disabilities or death, and I willfully and voluntarily assume those risks.

4. I accept personal responsibility to always act in a safe manner and to abide by the rules and regulations of the Recreational Facility whenever I participate in these activities. I agree to immediately inform a representative of the Recreational Facility, and to stop participating in the activities, if I observe any unsafe condition or broken equipment, or if I experience any pain, discomfort or other symptoms that I may suffer during or after participating in the activities. I understand that I may stop or delay my participation in any activity or program if I so desire, and that I may, also be requested to stop and rest by a Recreational Facility employee who observes any symptoms of distress or abnormal response, and I agree to comply with such directions.
- 5 I understand that I am responsible for obtaining appropriate insurance coverage when participating in the activities and that the Recreational Facility will not provide any insurance coverage to me.
- 6 I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in any of the activities and programs of the facilities, or use of equipment or machinery except as hereinafter stated.
- 7 I understand that I have been strongly advised to obtain my doctor's approval before participating in the activities, especially any exercise, aerobics or fitness activities. I also acknowledge that I have been strongly advised to obtain yearly or more frequent physical examinations and to review with my doctor the activities that are best suited to me. I understand that my decision to participate in the activities is voluntary. The Recreational Facility does not have the resources to review, and is not responsible for reviewing, my decision to participate in the activities. I acknowledge that I have either had a physical examination and been given my physician's approval to participate in the activities, or I have elected to participate in the activities without the approval of my doctor and hereby assume all risk and responsibility for my participation in the activities.
- 8 By signing this document, I acknowledge that I have voluntarily chosen to participate in the activities. I assume all risk for my health and, on behalf of myself, my heirs, beneficiaries, dependents and personal representatives, release and hold harmless Club Alton and all of its subsidiary corporations including, but not limited to, Kolter Homes of Florida, Inc., and their respective directors, officers, employees and managing agents from any responsibilities, liabilities, damages, or claims related to my participation In the activities.
- 9 Club Members are responsible for the conduct of their guests. Club Members and their guests shall not reprimand nor discipline any employee of the Recreational Facility. Comments and complaints are to be directed to the Managing Agent. The Club Management will inform members or guests of violation of the rules any and regulations of the Recreational Facility, and, when necessary, report such actions to the Managing Agent.

I declare that the terms of this Informed Waiver and Consent Agreement have been completely read and are fully understood by me, and that if desired, I have had the opportunity to consult with an attorney prior to executing it. I am freely and voluntarily executing this Informed Consent Waiver and Release for the purpose of making a full and final compromise and settlement of any and all claims, disputed or otherwise, related to the facilities and programs described above.

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**Signature of Member/Resident #1** **Date**

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**Printed Name** **Address**

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**Signature of Member/Resident #2** **Date**

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**(Minor) Signature of Legal Guardian** **Date**