## GYM MEMBERSHIP SPECIFIC INFORMATION AND PROCEDURES ADDENDUM "C"

**MEMBERSHIP.** All members, member spouses, and dependants, if in good standing, use of Club facilities during business hours published in the newsletter and/or posted at each Club. For the safety of our members and guests, each location has rules and regulations posted that are specific to that facility. These may involve but are not limited to age requirements for use of exercise equipment. Members are encouraged to bring guests with them to use the facility. The only times not available for the fitness facility are those specifically reserved for outside groups. These times will be posted at each Club in advance.

- A. Member: Those men and women over the age of 18 who have signed a membership agreement.
- B. Spouse: A person legally married (binding and lawful if it was performed in Utah) to the member. Exceptions will be made for Common Law partners or those cohabitating. Relinquishment of this Contract and its obligations will not be granted in the event of a divorce or separation.
- C. Dependants: A child living in the same household of the Member under the age of 25.

**GUEST POLICY.** Guests must be signed in at the Fitness Desk. Guest fees must be paid before using the facility at the established rate per visit as posted in the Fitness Center of each Club. Day passes can be purchased at the Fitness Desk for \$10 per individual. Members who fail to register their guests are subject to suspension of privileges.

**POSTED RULES.** Reasonable rules and regulations may be posted from time to time regarding the health, protection, or safety of members, and all Membership Agreements shall be subject to strict compliance therewith. Additional rules for the protection of members and the facilities may be added at any time in order to provide a professional, safe environment.

**HOURS OF OPERATION.** Gym availability is determined by location. Please refer to rules posted at each location. The Ranches Fitness Center will operate between the hours of 5:00 am and 8:00 pm until January 1, 2024. The hours will then be adjusted to 5:00 am to 12:00 am (midnight). The Ranches Fitness Center may withdraw use of part of or all of the fitness premises for holidays or for the purpose of undertaking maintenance work or any other work considered necessary for a maximum period of seven business days.

**GYM PRIVILEDGES.** All gym members have unlimited gym privileges as modified only by booking of outside parties. These bookings are necessary in order to keep our dues reasonable and cause only temporary closings of facilities to members. The Club may be closed to fitness use as determined by Management.

**GYM ACCESS.** All members must have a login for door access in order to utilize the entrance to the fitness center, with the exception of Class Pass Only Members. Class Pass Only Members will utilize the North entrance directly into the venue. Entry will only be permitted to those members with a valid membership, in date and in credit.

**PERSONAL PROPERTY.** The Club will not be responsible for any personal property that is left unattended on the Club premises by members of their guests. A lost and found box is maintained at each Club as a convenience to the members and their guests. Members and their guests are welcome to check the lost and found box if they wish. By supplying the lost and found box, the Club is in no way assuming responsibility or liability for any member or guest's property. The Club is not a bailee and no Contract of bailment is established herein.

**DRESS CODE.** Close-toed shoes and suitable, presentable and clean clothing in good repair is to be worn by member and member guests at member's own expense. Clean gym shoes are required in order to enter the fitness floor at all locations. All members wishing to use the fitness center need to bring a clean pair of shoes and change their shoes prior to using fitness center equipment. No street shoes (including golf shoes) will be allowed on any of the fitness center floors. Members wearing clothing deemed inappropriate by management may be asked to leave the facilities.

**MEMBER SAFETY.** Throughout the course of your membership, regular health and medical screening should be sought from your Primary Care Physician. In the event you feel dizzy, faint, unwell or feel any unusual pain, stop exercising and inform a staff member immediately.

**CLEANLINESS.** Members must wipe down each piece of equipment after use. Wipes will be provided by the Fitness Center. Additionally, staff members will be wiping down equipment throughout the day and performing regular cleaning and maintenance to the equipment and facilities. Hand washing and hand sanitization is available at all times in the Fitness Center.

**COURTESY.** To promote safety and more time efficient exercise programs, remember to return all plates, dumbbells and barbells to designated racks. YOU MUST RE-RACK YOUR WEIGHTS. Dropping weights, not re-racking weights, not cleaning equipment after use, and generally displaying poor care for the facilities will subject member and users to revocation of membership without refund. During high-traffic workout hours, be sure to encourage members to "work in" with you between sets during your rest period. Foul language will not be tolerated.

**FITNESS CENTER AGE RESTRICTION.** All members using the fitness center must be of 12 years of age or older. No one under the age of 12 is allowed in the fitness center area. Members less than 16 years of age must be accompanied by an adult of 18 years of age or older and must claim responsibility for the minor while on the fitness premises.

**FAULTY EQUIPMENT.** Member shall examine each piece of equipment prior to use and refrain from use and report the same if there is any indication that the equipment has been subjected to abuse, is damaged, or is in an unsafe or potentially dangerous condition. Member has a duty to exercise care for the protection of himself and other members while using the premises.

**INJURY REPORTING.** If injured, Member or Member's representative if Member is unable to do so, must report any injury to The Ranches Fitness Center management immediately after any incident has occurred. Member must also complete, sign and deliver a written incident report to The Ranches Fitness Center management within twenty four (24) hours of the time of occurrence. If done in an email correspondence, please address the form to <u>ranchesfitness@golfandfitnessutah.com</u>.