



LOS ANGELES ATHLETIC CLUB

HOUSE & GROUNDS RULES

Revised June 21, 2016

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I. INTRODUCTION

Each member, at the time of election into membership, signed an agreement to abide by The Club's Membership By-Laws and House & Grounds Rules.

The following House & Grounds Rules are adopted and issued by The Los Angeles Athletic Club in accordance with the Membership By-Laws. Such rules amplify and add to subjects covered in the Membership By-Laws. In case of any conflict between the Membership By-laws and these House & Grounds Rules, the By-Laws shall take precedence. Each member should become familiar with the House & Grounds Rules and follow them.

These rules are subject to change by The Club from time to time as it deems necessary in its sole discretion. All changes will be posted or otherwise made available to the membership. The Club is the sole interpreter of these House & Grounds Rules.

II. MEMBERSHIP

A. Membership Classifications

The Club offers various types of memberships to meet the athletic, business and social needs of our members. The requirements, status, privileges and dues of the respective membership categories are determined by The Club from time to time and are subject to change in The Club's sole discretion. A complete current list of membership classifications is maintained in the Membership Office.

B. Membership Benefits

1. Membership Charge Accounts

- a. Members in good standing with Club account charge privileges may charge purchases at The Club to their house account by presenting their valid membership card at the time of purchase and signing a charge ticket. Credit limits may apply.
- b. Family members listed on a member's Club membership may also charge purchases on the member's house account. The Club will issue a family use membership card to the member's spouse and eligible children upon written request by the member to the Membership Department.
- c. Each member agrees to be responsible for all charges incurred by the member's family and guests.
- d. Each member's credit limit for charges to the member's house account will be established at the time of election into membership, and may be reviewed and revised as necessary by The Club from time to time in its sole discretion. Members may request a change in their credit limit by contacting the Credit Manager.
- e. All members will be billed for dues and other charges in the first week of each month. The full amount is due and payable within 10 days of statement receipt by the member.
- f. A finance charge of 1½% per month (18% per annum) will apply to all dues and house accounts delinquent more than 30 days.
- g. If a member's account is 60 or more days past due, regardless of credit limit, the member will be denied credit and use of The Club's facilities, including athletic and dining privileges, as well as reciprocal club privileges, until the account is paid or other arrangements satisfactory to The Club have been made.
- h. Any member may be terminated if his/her account remains unpaid for more than 60 days.

- i. The club may charge my credit card in the future for any unpaid dues and charges that are over 60 days past due.
 - j. The Club may withdraw or limit credit privileges to any member as it deems necessary.
 - k. Members agree to pay The Club's costs and expenses of collecting unpaid house accounts or other sums due and owing.
 - l. Lost membership cards should be reported immediately to The Club's Membership Department with a request for a replacement card. A new card will be issued for a \$10 fee.
2. Use of Facilities by Family Members Listed on the Membership Account:
- a. With the exception of membership classifications that are restricted to member-only accounts, all members in good standing may purchase family use privileges under their membership in The Club for their:
 - 1) legally married spouse.
 - 2) unmarried children, under the age of 21 and living at the member's home.
 - b. Only the above-listed family members will be provided a family use membership card, upon the member's written request and payment of the required fee.
 - c. The monthly fees for family use privileges will be charged to the member's account and are as follows:
 - 1) legally married spouse: \$40 effective 7/1/2016
 - 2) unmarried children ages 12-20: \$10 effective 7/1/2016
 - 3) fee for lost card \$10

There is no monthly charge for children under age 12. The member is responsible for the conduct and charges of his/her family members.

3. Family Use Rules

Family members are restricted in their use of Club facilities as follows:

- a. Family members listed on the member's membership account, age 21 and over, are not restricted in their use of Club facilities.
- b. Family members not listed on the membership account must be accompanied by the member at all times.
- c. Family members not listed on the membership account and age 18 or over must complete and sign a liability waiver prior to their use of the athletic facilities.

- d. Parents or legal guardians must complete and sign a liability waiver prior to the use of Club facilities by their children or wards under the age of 18.
- e. Family members under age 21 are not allowed in the Main Bar or Game Room unless accompanied by a parent. Persons under 21 years old may not sit or stand at the Main Bar.
- f. Family members under age 18 must be accompanied and directly supervised by a parent or guardian at all times when not participating in a Club supervised program. Minors are restricted to use of the pool, basketball/volleyball court, 6th and 7th floor fitness areas (ages 12-17 only), and 8th floor courts during designated hours or while enrolled in a Club supervised program.
- g. No children under age 12 shall be allowed in the spa areas at any time. Children ages 12-17 are allowed use of the spas only when accompanied and directly supervised by a parent on posted non-prime time weekdays and weekends and are not allowed use of the spa lounge area at anytime.
- h. Children listed on a membership account are ineligible for the complimentary fitness evaluation or a permanent locker, but will receive a daily locker as requested.
- i. Children under age 18 listed on a membership account may extend guest privileges only with consent of the member and consent of the parent of each minor guest, with advance permission from a Club Director.
- j. Parents are reminded to exercise due care at all times with regards to supervising their minor children. The Club assumes no liability for unsupervised minors.
- k. Failure to adhere to these rules may lead to a loss of family privileges.

4. Non-family Guest Use

a. Athletic Privileges:

Members in good standing may extend athletic use guest privileges to their non-family guests in accordance with the following:

- 1) The member must accompany the guest at all times. Unaccompanied guests will be required to wait in the Main Lobby for the member.
- 2) The member will be charged a \$16 guest fee per visit for each adult guest (18 and over) and \$6 for each minor guest (under 18).
- 3) Guests must register at the Greeter's Desk and at the Men's or Women's Sports Shops before using the athletic facilities.
- 4) Guests must sign The Club's liability waiver before using the athletic facilities.

- 5) Each member is limited to extending athletic use guest privileges to the same individual guest a maximum of six times in any 12-month period.
- 6) Members are limited to one guest using the athletic facilities per visit unless permission from a Club Director has been given in advance.
- 7) Member's children under age 18 listed on the member's account may extend guest privileges only with advance permission from a Club Director.
- 8) Guests under age 18 must be accompanied by an adult member or enrolled in a supervised Club program, and the guest's parent(s) must sign The Club's liability waiver.

b. Social Privileges:

Members in good standing may bring guests to The Club for dining and most social functions. Guests must be accompanied by the sponsoring member at all times unless the guest arrives separately and is meeting the member in the dining or social areas. Guests must sign the guest register in the 1st Floor Lobby or the Greeter Station unless accompanied by the member at the time of entrance into The Club. Members are fully responsible for the conduct and charges of their guests.

6. Medalist Program

The primary source of new members in The Club is referrals from existing members. The Club has established a "Medalist" program with rewards and incentives for referring a new Club member, subject to change from time to time. Contact the Membership Office for details.

7. Mercury Magazine

The Club publishes and mails to members Mercury magazine, promoting Club programs and activities with articles by and about Club members and notices of Club events and programs.

8. Reciprocal Clubs

- a. The Club has established a relationship with select private clubs worldwide that allows our members to enjoy such facilities when traveling.
- b. Members in good standing wishing to exercise guest privileges at a reciprocal club must first obtain a card of introduction from the Front Desk. The Club charges a \$5 non-refundable processing fee per for each card of introduction, which the member may pick up or have faxed to the reciprocal club. Both a card of introduction and a valid Los Angeles Athletic Club membership card must be presented at the reciprocal club to obtain a guest card from the reciprocal club.

c. Members are responsible for respecting reciprocal club's rules and settling their accounts with reciprocal clubs in the manner directed by each reciprocal club.

d. Locally, all members in good standing can enjoy full social privileges at the California Yacht Club. No card of introduction is needed and charges can be billed directly to the member's Los Angeles Athletic Club membership account. Reservations are requested for dining at local reciprocal clubs.

e. Reciprocal club members who visit The Club must check in at the Front Desk and present a card of introduction and valid membership card issued by their home club, at which time they will be issued a visitor's card allowing them to use The Club's facilities for the dates shown (up to a maximum of 30 days). Reciprocal club members may make purchases at The Club by paying cash or presenting an accepted major credit card. Reciprocal club members who wish to use The Club's athletic facilities will be required to sign a liability waiver and pay a \$16 per day guest fee at the Men's or Women's Sports Shop. The Sports Shop attendant will then issue the visitor a daily locker.

f. Any misconduct by a Los Angeles Athletic Club member at a reciprocal club, violation of reciprocal club rules or misuse of reciprocal club privileges (i.e. failure to settle an account with a reciprocal club) may lead to loss of privileges and other disciplinary action, up to and including termination of membership in The Club.

9. IHRSA (International Health, Racket and Sportsclub Association)

a. Members in good standing can enjoy guest privileges at over 3,000 IHRSA clubs that participate in the IHRSA "Passport Program". Members may only visit Passport clubs that are located at least 50 miles from The Club. Passport users must honor each club's rules regarding guest fees, guest hours, visitation frequency, etc. Many clubs offer discounted guest fees for Passport users.

b. To visit a Passport club, our members must request a Passport Card from the Front Desk, similar to requesting a letter of introduction to our regular reciprocal clubs. It is the member's responsibility to obtain information regarding clubs they wish to visit and to make prior arrangements by visiting the IHRSA website (www.healthclubs.com). Upon arrival at the IHRSA club, our members must present their Los Angeles Athletic Club membership card and their Passport Card.

c. Members of an IHRSA club located more than 50 miles from The Los Angeles Athletic Club may visit The Club. They should contact The Club prior to their visit to make arrangements and to be informed of any restrictions, availability, hours, and dress code. This call ahead procedure is recommended and described in IHRSA literature.

d. IHRSA club members who visit The Club must check-in at Front Desk and present a valid membership ID issued by their home club and a current Passport Card. IHRSA club members may make purchases at The Club by paying cash or presenting an accepted major credit card. IHRSA club members who wish to use The Club's athletic facilities will be required to sign The Club's liability waiver and pay a \$16 per day guest fee at the Men's or

Women's Sport Shop for each day of use (up to a maximum of 2 weeks). The Sports Shop attendant will then issue the visitor a daily locker.

10. Club Events

a. The Club sponsors a variety of athletic, social, and business events and programs. Members may participate in these events and programs, and in some instances invite guests. Members and guests shall observe the applicable dress code for each event. Members are requested to make reservations in advance of the event and are responsible for cancellation charges.

b. The Club Events Cancellation Policy is: Cancellation notice must be received by The Club by 5 p.m. two working days (Monday through Friday) prior to an event in order for the member to receive a refund. Reservations that are ticketed by outside agencies are also subject to the ticketer's cancellation policy and may not be refundable. Ask about any applicable special cancellation policy when making your reservations.

11. Member Preferred Rates on Club Hotel and Catering

Members are eligible for preferred rates and discounts at The Club Hotel and for catering functions at The Club. Check with our Hotel and Catering Department representatives for details.

C. Changes in Membership

Members are required to advise the Membership Office in writing within 10 days of any change of the member's home or business address, telephone number(s), and where family privileges are involved, any change in marital or dependent child status. All member requested changes in membership classification or status, or resignation from The Club must be submitted in writing to the Director of Membership. It is the member's responsibility to confirm The Club's receipt of all notices and to promptly notify The Club of any error discovered on the member's monthly billing statement.

III. MEMBER GROUPS

A. Board of Governors

The Club may convene a Board of Governors for the purpose of advising management on matters of interest to the membership. All matters regarding Club finances, facilities, policies, business affairs, personnel administration, and property shall be the sole province of the management of The Club.

1. Board members act as "ambassadors" by interacting with fellow members, promoting Club programs and events and communicating member issues to management. Board members are encouraged to participate in Club committees and, as such, shall represent those groups at Board meetings.

2. Board members serve in a voluntary advisory capacity.
3. There shall be 12 Board members.
4. Members nominated for the Board shall be members in good standing who have demonstrated an enthusiasm for and dedication to Club life.
5. Any member in good standing or Club employee may submit a nomination for the Board in accordance with the schedule as decided upon by the selection committee.
6. Board members will be selected by a selection committee comprised of The Club's General Manager, Director of Athletics, Membership Director, Food & Beverage Director, Sports Marketing/ John R. Wooden Award Director, the current Board Chairperson and the incoming Board Chairperson. Board members shall serve a three-year term.
7. Management reserves the right to remove a Board member for misconduct, delinquency, or when it deems in its sole discretion that such action is in the best interest of The Club.
8. Should a vacancy occur, the selection committee may convene to select a replacement who will fill the vacancy for the remainder of the term. If a vacancy on the Board occurs when less than six months remain in the current term, the vacant position may remain open until the next Board is selected.
9. Prior to the incoming Board selection process, the Board will select from its first and/or second year members a Chairperson and Vice-Chairperson for the upcoming year. Eligible candidates will declare their candidacy and management will assist the Board in the election process. All current Board members have an opportunity to vote. Management is ineligible to vote. The Chair and Vice-Chair serve for one year.
10. Board meetings will be held monthly, usually on the last Wednesday of the month, at a time and location as agreed upon by the Board and the General Manager. The Chair or Vice-Chair presides over the meetings. Management will select appropriate staff members to attend these meetings. Board members are expected to attend at least 80% of the meetings.
11. For minor matters, a simple majority of those present at Board meetings will be sufficient for approval of votes placed before the Board. A quorum of three-quarters (9 members) will be necessary for voting on major matters with a two-thirds (8 members) approval required for passage. Management reserves the right of final approval on all Board decisions.
12. These guidelines have been created to define Board roles, responsibilities and structure and to assist the Board in its actions and operation. The Board may propose amendments and/or changes of these guidelines to be considered by management. Management reserves the right of approval on such proposals.

B. Member Committees

The Club, or the Board of Governors with The Club's approval, may from time to time organize standing and special member committees and/or "Clubs-within-The-Club" as they deem desirable for the purpose of promoting activities of interest to and among the membership. Members volunteering to participate on such committees and clubs must be approved by Club management and must conform to the member rules of conduct.

IV. CONDUCT OF MEMBERS

A. Entry into The Club

To protect the privacy of The Club for all of our members and guests, everyone entering The Club is required to show a membership card at the entrance or to sign a guest registry, except that guests accompanied by members who will be using the dining facilities are not required to sign the guest register. All guests who will be using the athletic facilities must sign the guest register and a liability waiver form prior to using the athletic facilities, and must pay a guest fee in the Men's or Women's Sports Shop, unless they have presented a complimentary guest pass.

B. Dress Code

1. In consideration of your fellow members and guests, please adhere to the Dress Code indicated for each floor and defined below. Persons dressed inappropriately will be asked to leave the area.

<u>Floor</u>	<u>Attire</u>
One	Casual and business attire after 7:30 a.m. Athletic attire is acceptable prior to 7:30 a.m.
Two	Causal attire
Three	Casual attire except for the Main Dining Room (business attire)
Four	Business attire
Five	Athletic attire
Six	Athletic attire
Seven	Athletic attire
Eight	Athletic attire
Nine	Casual attire
Ten-Twelve	Casual attire
Rooftop	Athletic attire

2. Dress Code Definitions

- a. Business Attire

Men: Suit, or slacks and sport coat with tie.

Women: Dress, suit or coordinated ensemble.

- b. Casual Attire

Men: Slacks, collared shirt or sweater.

Women: Slacks, blouse or sweater.

- c. Athletic Attire

All: Workout clothes appropriate to activity; clean and tasteful. Those in athletic attire must use the stairs or service elevator.

C. Misconduct

The Club's facilities are provided for the health, pleasure, recreation, and well-being of the membership. Activities not in accordance with these objectives, as defined by The Club in its sole discretion, are prohibited on Club premises, including but not limited to, the following:

1. Gambling for money, poker or any similar game of cards, whether for chips or markers of value.
2. Unauthorized solicitation or demonstrations.
3. Loud, threatening, profane, lewd or inappropriate language or conduct, use of epithets.
4. Interfering with a Club employee performing his/her work.
5. Harassment of others, including members, guests or employees.
6. Hitting, pushing, fighting, or otherwise endangering the safety of any member, guest or employee of The Club.
7. Theft, attempted theft, unauthorized removal or vandalism of the property of The Club, any member or guest.
8. Drunkenness.
9. Use or possession of illegal drugs or controlled substance.
10. Use or possession of weapons, dangerous or illegal materials.
11. Offering a bribe or kickback to any Club employee.
12. Fraud, falsifying Club records.
13. Unauthorized business use of The Club.
14. Engaging in any conduct or activity that defames The Club or portrays The Club in a false light or results in any negative publicity for The Club.

D. Discipline

Members shall not discipline other members, guests or employees of The Club, but should immediately report any misconduct to Club management. Any person violating Club rules or engaging in any unauthorized activity may be required to immediately leave the premises. A member's privileges may be limited or placed on suspension (without reduction in dues) or their membership terminated for violation of The Club's House & Grounds Rules or Membership By-laws, or for commission of any crime. Any guest or family member asked to

leave the premises shall not again be allowed in The Club without prior written consent of the General Manager.

E. Business Use of The Club

1. The Club is not to be used as a business office or business address by any member.
2. The Club's stationary is not to be used for business or any other unauthorized purposes by any member.
3. The Club's name, logo, address, and phone number shall not be used or listed for member advertising or business purposes.
4. No member of The Club shall be directly or indirectly solicit any other member without the recipient's prior consent.
5. No member shall hold himself/herself out as a representative or agent of The Club without the specific prior written consent of the General Manager.
6. No member shall directly or indirectly solicit any member or employee of The Club for any purpose in competition with The Club, during the term of their membership and for one year thereafter.

F. Photography/Sound Recordings

No film, video or digital photography or sound recordings may be made within The Club for commercial purposes without the prior written consent of a Club Director or the General Manager.

G. Controlled Substances

Possession, sale, distribution, exchange or use of any unlawful or controlled substance on or about Club premises or the parking areas adjacent to The Club is prohibited and subject to sanctions and termination of membership.

H. Weapons

Firearms, knives, or other deadly weapons are not permitted on Club premises with the exception of members or guests whose employment in law enforcement or the military requires that they carry a weapon, with all safe-handling procedures strictly observed at all times.

I. Smoking

All areas of The Club are smoke-free with the exception of:

1. Sun Deck on the Roof

J. Pets

With the exception of dogs assisting the disabled, no animals shall be allowed into The Club.

K. Cellular Phones/Pagers

There is no cellular phone use allowed in the Grill Room, Main Dining Room, Main Bar, Duke's Sports Bar, Athletic Lounge Snack Bar or in the quiet areas of the Men's and Women's locker rooms, and pagers are to be set to "silent" or "vibrate" mode or turned off while in those areas.

L. Club Employees

The Club is committed to maintaining a safe, healthful and professional work environment for its employees.

1. Discipline

Members shall not reprimand Club employees, but are requested to promptly report any inappropriate conduct to the General Manager or the employee's department head.

2. Errands

Club employees are not permitted to leave The Club's premises while on duty to perform errands for members or guests unless approved by the General Manager or the employee's department head. Arrangements for messenger service can be made through the Front Desk.

3. No Tipping

Club Employees are prohibited from receiving tips or remuneration from members. A service charge is included on all food and beverage purchases. An opportunity is extended to members to show their appreciation of employee service through the annual Employees' Holiday Fund.

4. Fraternization

Club employees are not permitted to accept alcoholic beverages from members. Club employees are not permitted to visit or socialize with members in the bar without the prior approval of the General Manager.

V. FACILITIES

A. Floor Directory

Floor One: Olive Street Entrance
Olive Park Garage
Parking Cashier
ATM Machine
Member and Guest Check-in/Greeter Stations
Membership Sales Offices
Security Podium
Member Services Desk
Main Lobby
Front Desk (Hotel Check-in/Lost & Found/
Office of the Director of Hotel Operations)
Bell Closet
Hotel Operations Office
Seventh Street Entrance
Pay Telephone

Floor Two: President/General Manager's Office
Catering Office
Director of Hotel/Catering Sales Office
Hotel Sales Office
Duke's Sports Bar
Men's and Women's Restrooms
Pay Telephone

Floor Three: Main Dining Room
Main Lounge
Main Bar and Game Room
Business Center
Grill Room
Trophy Room/Wine Cellar
Men's Restroom

Floor Four: Meeting and Conference Rooms
Men's and Women's Restrooms
Athletic Department Office
John Wooden Award Office

Floor Five: Men's Sports Shop
Men's Locker Room and Spa Facilities
Massage Service

Floor Six: Women's Locker Room and Spa Facilities
Women's Sports Shop

Women's Hair Care Salon
Massage Service
Swimming Pool and Kiddie Pool
6th Floor Gym
Aerobics Area
Basketball/Volleyball Court
Pilates Machine/Pilates Trainer Classes
Aquatics Office
Men's and Women's Restrooms
Pilates Room
Hair Care

Floor Seven: Fitness Center (Exercise Equipment, Cardio and Free Weights)
Physical Therapy Office
Running Track
Fitness Center Office

Floor Eight: Snack Bar and Athletic Lounge
Court Coordinator's Desk
Squash, Racquetball and Handball Courts
Recreation Room (Yoga and Dance)
Squash Program Office
Table Tennis
Children's Programs Center
Men's and Women's Restrooms

Floor Nine: Babysitting Center
Cycling Center

Floors Ten-Twelve: Hotel Rooms and Suites
Men's and Women's Restrooms

Rooftop: Sun Deck

B. Athletic Facilities

1. Safety Precautions & Fitness Center Evaluations

a. It is recommended that all members have an examination by, or permission of, their physician before commencing a fitness program or using the equipment or athletic facilities. The Club offers members a complimentary (twice a year) fitness assessment, which is not equivalent to a physician's exam.

b. The Club will not assume liability for injuries sustained through use or misuse of equipment or facilities, failure to use safety equipment or failure to follow safety procedures, physical ailments or medical conditions relating to existing or pre-existing health problems or participation in any athletic classes or programs. Each person bears the

responsibility to educate themselves in the proper and safe use of equipment and facilities, and use of such equipment and facilities shall be at their own risk.

2. Etiquette for Maintaining a Clean and Sanitary Facility

- a. Shower each time before entering the spas, swimming pool, and massage rooms.
- b. Do not bring paper or glass items into the steam room or spas.
- c. Shaving or exercising is not permitted in the steam room or spas
- d. Restrict eating to The Club’s designated food service areas. No eating or drinking is allowed in spa areas.
- e. Place used towels and sheets in the bins provided throughout the athletic areas.
- f. Use the blue towels provided on floors 6, 7 and 8. The use of The Club’s white towels is permitted at the swimming pool and in the locker rooms.
- g. Return free weights to the storage racks.
- h. Wipe perspiration from machines after use.
- i. When in athletic attire, use the stairs or the service elevator out of courtesy to persons on the premises for business and social functions.
- j. Shoes must be worn at all times outside of the locker rooms/spas and pool area.

3. Lockers

- a. Members who have locker privileges as part of their membership pay a “bundled” fee included in their membership dues to cover locker expenses.
- b. Daily use lockers are available for guests upon payment of the guest fee.

4. Laundry Service

Laundry service is provided through the Men’s and Women’s Sports Shops for an additional fee.

5. Shoe Shine Service

Shoeshine service is available in the Men’s Locker Room for an additional fee.

6. Hours of Athletic Facilities (or as posted):

<u>Mon-Fri</u>	<u>Saturday</u>	<u>Sunday</u>	<u>Holiday</u>
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Facilities: 5am - 10pm 8am- 5:30pm 9am- 5pm 9am- 5pm
Spas: 5am- 10pm 8am- 5:30pm 9am- 5pm 9am- 5pm
Lockers: 5am- 10:30pm 8am- 6:15pm 9am-5:45pm 9am- 5:45pm
Holiday hours may vary. Please visit www.laac.com or call for specific information.

7. Sunbathing

Sunbathing is permitted on the rooftop Sun Deck. Chairs are provided. Towels are available in the men's and women's locker rooms. Appropriate attire is required. Minors must be accompanied by an adult while on the rooftop.

8. Valuables

While using the athletic facilities, members and guests should store their valuables in security drawers provided at the Men's and Women's Sports Shops. Ask the Sports Shop attendant for assistance. The Club is not responsible for losses from lockers. Do not leave your locker open or unlocked or your personal property unattended at any time.

C. Food & Beverage Facilities

1. Food

- a. Food should not be brought onto Club premises.
- b. Food sold by The Club shall not be brought into non-dining areas or removed from The Club without permission from a Club Director.
- c. Private parties may not bring food into The Club without prior permission from a Club Director.

2. Alcohol

- a. The Club's alcoholic beverage service is provided in strict compliance with the rules of the State of California Department of Alcoholic Beverage Control. State laws and regulations will be strictly enforced. Club employees are instructed to require identification from persons when doubt of legal drinking age exists.
- b. Alcoholic beverages may not be brought on Club premises by members or guests.
- c. Alcoholic beverages sold in The Club's food and beverage outlets are for consumption only on the premises and may not be removed from The Club.

- d. Bottled alcoholic beverages sold under The Club's off-sale license may not be consumed on Club property, except in guest rooms or at private parties where a corkage charge is contracted in writing and collected by The Club.
- e. Persons under the age of 21 will not be served alcoholic beverages and may not sit or stand at alcoholic beverage bars, or sit at tables generally reserved for alcoholic beverage service. Such restrictions will not be construed to prevent seating in a dining room where food is customarily served.
- f. All members and guests utilizing The Club's facilities must conduct themselves in a responsible manner when consuming alcoholic beverages.
- g. It is the policy of The Club to discontinue service to any member or guest who appears to be intoxicated.

3. Payments

Members may charge purchases at The Club's food and beverage outlets by presenting their membership card, provided the member's account is in good standing. Credit card and cash payments are also accepted.

D. Club Hotel

1. Member Hotel Room Privileges

- a. Members in good standing may charge Club Hotel room charges to their membership account.
- b. Check-in time is 3:00 pm. Check-out time is 1:00 pm.
- c. Reduced hotel room rates are available to members.
- d. Hotel rooms may be reserved using the Internet by going to www.laac.com and following the prompts.
- e. The Club assumes no responsibility for members' or guests' property in hotel rooms. Safe deposit boxes are provided free of charge at the Front Desk for our hotel guests.
- f. Damage to any hotel room above normal wear and tear will be charged to the member who reserved or occupied the hotel room.
- g. The Club reserves the right to discontinue the occupancy of any guest at any time.
- h. Cancellation of a Hotel room reservation must be received by the Front Desk at least 48 hours prior to the guest's scheduled arrival to avoid one night room /tax.

2. Non-Member Hotel Room Privileges

- a. Non-member hotel room occupants will be entitled to use The Club's athletic and dining facilities, subject to availability.
- b. Members of reciprocal clubs are permitted to stay in The Club's hotel rooms. Reciprocal club members must present their home club membership card and letter of introduction upon check-in.
- c. Guests of Club members in good standing are permitted to stay in The Club's hotel rooms.
- d. Other non-member usage of The Club Hotel is permitted as approved by the General Manager.

3. Payment of Hotel Room Charges

- a. A valid Club membership card, valid credit card or cash deposit must be presented at time of check-in to guarantee payment.
- b. Billing may be arranged with the Front Desk.
- c. Members are fully responsible for their guest's unpaid charges.
- d. Company or personal checks will be accepted for payment of Club Hotel charges 10 business days prior to the guest's arrival.

4. Member Check Cashing Privileges

Checks may be cashed at the Front Desk by members in good standing and hotel guests with a valid credit card for guarantee, for a maximum of \$50.00 per day. An ATM machine is also available in The Club lobby for members and guests.

E. Babysitting

Babysitting services are provided at certain times throughout the week. Please check with the Women's Sport Shop for the current schedule and fee.

F. Parking

- 1. Members may park in the Olive Park Garage, located at 646 South Olive Street, attached to The Club. The Garage is open twenty-four hours a day, seven days a week.
- 2. A reduced parking rate is available to all members in good standing who present their membership card.
- 3. The Olive Park Garage is operated by a parking contractor. The Club is not responsible for damage to, or theft of, vehicles or their contents in the Olive Park Garage. Members and guests park at their own risk.

VI. FIRE SAFETY/EMERGENCY EVACUATION PROCEDURES

In the event of an emergency evacuation of The Club, members and guests are asked to follow posted instructions and procedures and to adhere to the direction and guidance of Club staff.

VII. PUBLICATION CONSENT AND LIABILITY WAIVER

A. Publication Consent

All members, their families and guests, by their use of The Club's facilities, consent and agree to be photographed while in The Club and during Club organized or sponsored activities outside of The Club. Such photographs may be published and republished in conjunction with or without the member's name in Mercury Magazine, in The Club's showcase displays, or in other Club printed, published or filmed matter. Members waive the right to inspect, approve, or receive any compensation arising from the use of their photograph or likeness.

B. Liability Waiver, Release and Indemnification Agreement

Each member is bound by the following terms:

"In consideration of the acceptance of my membership in The Los Angeles Athletic Club ("The Club"), I agree and acknowledge as follows:

1. MY PARTICIPATION IN THE CLUB'S ACTIVITIES AND USE OF THE CLUB'S FACILITIES AND PARTICIPATION IN ACTIVITIES OFFERED BY THE CLUB, INCLUDING THE RISKS OF PERSONAL INJURY AND PROPERTY LOSS, AND I FREELY ASSUME ALL RISKS, INCLUDING UNFORESEEN RISKS.
2. TO THE FULLEST EXTENT PERMITTED BY LAW, I WAIVE ALL CLAIMS AND FOREVER RELEASE, HOLD HARMLESS AND INDEMNIFY THE CLUB (AND ITS OWNERS, AFFILIATES, AND THEIR PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS) FROM AND AGAINST ANY LIABILITY, LOSS, DAMAGE, COST OR EXPENSE INCLUDING ATTORNEY FEES, ARISING FROM USE OF THE CLUB'S FACILITIES OR PARTICIPATION IN ANY CLUB-RELATED ACTIVITY BY ME, MY FAMILY AND GUESTS, INCLUDING ACTIVE OR PASSIVE NEGLIGENCE OF THE CLUB (ITS OWNERS, AFFILIATES, AND THEIR PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS), BUT NOT THE CLUB'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE CLUB IS NOT MY INSURER
3. This Agreement contains all of the understandings between myself and The Club regarding this subject matter. The Agreement is intended to be as broad and inclusive as permitted by law, and shall survive the termination of my membership. Any ambiguity in the terms hereof shall not be strictly construed against The Club. If any term hereof is held invalid, it shall be severed and remaining terms shall continue in full force and effect.

- End -