

Island Beach Service Beach Club Membership Rules and Agreement

The following rules have been adopted by the management of Island Beach Service Company. The observances of these rules were designed to insure both the safety and enjoyment of each beach club member and guest. Consideration of all rules is expected and appreciated.

Membership

1. Each membership includes seating for two, which may consist of either two individual folding lounge chairs with foot rest and umbrella or one double chaise lounge and umbrella. Type of seating is based upon availability at the time of arrival.
2. Reservations cannot be made in advance. Seating is first come, first serve.
3. Member cards must be presented to beach attendant upon arrival.
4. Pursuant to hotel guest policy, each membership includes the day use of two towels per person. Member cards must be presented to the pool attendant to check out towels.
5. Members may not bring outside beach or pool equipment that may consist of; folding chairs, lounge chairs, umbrellas or pool toys.
6. Memberships are non-transferable.
7. Pets are not allowed on the beach.

Courtesy

1. Towels must be returned to the pool deck at the end of your visit.
2. Members may not bring coolers to the pool area.
3. Please help keep our beach and pool area clean, trash receptacles are provided for your convenience.
4. Please do not blast radios.
5. Please do not ask staff to move beach chaise lounges from where they have been previously placed.
6. Saving of lounge chairs on pool deck is prohibited.

Guests

1. Each membership entitles you to bring no more than two guests per visit, who will then be charged the Hilton guest rate of \$15.00 per person per day. Members must accompany all guest.
2. Members will be held responsible for the conduct of and expense incurred by their Guests.
3. Island Beach Service Company reserves the right to restrict, withdraw or limit access to and use of this facility to any guest at any time.
4. The saving of chaise lounges or chairs with the anticipation of Guests' arrival are prohibited. All guests will be seated upon their arrival.
5. No guaranteed seating is implied or expressed for guests.

Parking

1. Membership parking is based on availability and is not guaranteed.

Safety and Health Regulations

1. All activities are at Members' and Guests' own risk.
2. No running or rough play around the pool area.
3. No diving in the pool.
4. Children under 12 years of age must be accompanied at all times by an adult.
5. Glass bottles or any glass product is prohibited at the pool area.

Liability and Indemnity Agreement

In consideration of the acceptance of the application for membership to Island Beach Club and as a condition to the use by the undersigned of the facilities and services of the Beach Club, the undersigned for him/herself and all guests does hereby represent and warrant, acknowledge and agree as follows:

- a. The undersigned shall use the beach club facilities and services at his/her own risk.
- b. Island Beach Service Company and each of their respective affiliates, subsidiaries, representative's agents and employees shall not be liable for any damages for loss of theft of or damage to automobile or other personal property of, or for personal injuries to or wrongful death sustained by the Member, the Member's family, Guests or invitees' by reason of the use of property of facilities in or about the beach club. The undersigned does hereby release and discharge Owner and their respective affiliates, agents and employees from any and all claims, demands or actions arising out of the use or intended use of the Beach club, its facilities and services, including any and all claims for the property damage, personal injuries or wrongful death resulting from or arising out of the negligence of the Owner and each of their respective affiliates agents and employees.
- c. The undersigned hereby indemnifies and holds harmless the owners from and against any and all liabilities, suits, claims, demands and damages, including attorney fees arising from any such loss or damage.
- d. Due to liability risks umbrellas, lounges and/or chairs must only be moved by staff.

Except as prohibited by law, the undersigned expressly waives trial by jury in any litigation arising out of, or connected with, or relating to, or the relationship created hereby.