# St. Pete Athletic – Rules

Updated as of August 20, 2026

These Rules and Regulations ("Rules") for St. Pete Athletic are intended to be a guide to the use of the St. Pete Athletic facilities (the "Club Facilities"). They are not intended to deal with all conceivable issues that may be presented for governance. These Rules are established by the Club (referred to below) to protect the Club Facilities and to promote the health, safety, welfare and enjoyment of the members, their families and guests and all other persons using the Club Facilities. Members, their families and guests, together with all other persons using the Club Facilities are collectively referred to hereinafter as "Facility Users." The Club is committed to providing Facility Users with an enjoyable experience. To uphold these standards, Facility Users are expected to act in a manner consistent with good deportment. The Club may amend these Rules from time to time as it determines appropriate in its sole and absolute discretion.

Where these Rules refer to the Club taking action or having certain rights, St. Pete Pickle Ball Operations LLC, a Florida limited liability company (the "Company") and/or its affiliates as operator of the Club Facilities through on-site management shall have the right to take such action and shall have such rights.

All Rules are subject to change in the Club's discretion from time to time and without notice.

## GENERAL RULES

1. Facility Users shall abide by all rules and regulations of St. Pete Athletic as they may be amended and restated from time to time.

2. The Club Facilities shall be open on the days and during the hours as may be established by the Club. Areas of the Club Facilities may be closed for scheduled maintenance, repairs or private events. The Club reserves the right to close any or all of the Club Facilities for any reason as needed from time to time in its discretion. Certain areas of St. Pete Athletic may be designated from time to time as "member only" facilities. Club Facilities may also be reserved for Club sponsored events and/or age restricted events at various times of the day. All operational decisions regarding the Club Facilities and their availability and use shall be made exclusively by the Club in its discretion.

3. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at St. Pete Athletic in any manner prohibited by state or local law including during hours prohibited by law.

4. All food and beverages consumed on the premises of St. Pete Athletic must be furnished by the Club (or its designated approved vendors) unless otherwise permitted. Individual or personal water bottles, thermos or containers are allowed.

5. Commercial advertisements shall not be posted or circulated in St. Pete Athletic nor shall solicitations of any kind be made on the Club Facilities or upon St. Pete Athletic's stationery without the prior approval of the Club. Other than as permitted in writing by the Club Manager, no solicitations or petitions or other appeals to Facility Users or staff shall be originated, circulated or posted on St. Pete Athletic property.

6. Facility Users shall not use the roster or list of Facility Users of St. Pete Athletic for solicitations or petitions or appeals or for commercial purposes or distribute the roster to anyone. The roster or list of Facility Users of St. Pete Athletic is strictly confidential.

7. Facility Users may not use any audio or video recording or photograph taken on St. Pete Athletic property for any commercial purpose without the prior written consent of the Club.

8. It is contrary to St. Pete Athletic's policy to have its facilities used for functions or fund-raising efforts for the benefit of a political cause, except as specifically permitted by the Club. Club Facilities shall not be used in connection with organized religious services or other activities except as may be approved by the Club. The Club is not responsible for the content or messaging of any organization or individual that hosts or participates in an event at St. Pete Athletic.

9. Dogs or other pets (with the exception of those assisting persons with disabilities as service animals) are not permitted on Club Facilities, except with the permission of the Club. Where dogs are permitted on the grounds, they must be on a leash and on good behavior, defined as not barking, otherwise being unruly, as well as answering the call of nature inside or on Club Facilities. Facility Users are responsible for damage and cleanup caused by an animal owned by the Facility User or under the Facility User's control.

10. Facility Users shall refrain from making complaints or criticisms of any kind relating to any of the operations of St. Pete Athletic or its employees unless made in writing, signed and addressed to the Club Manager.

11. Facility Users may not make any negative comments about St. Pete Athletic, Club members, Club staff, or guests in a public forum, including but not limited to social media platforms or email communications including mass email communications regardless of how the email list originated.

12. Facility Users may not mistreat any of the Club's personnel, verbally or otherwise. Facility Users may not dismiss Club personnel from a work area on any pretext or request special personal services from Club personnel who are on duty or the personal use of the Club's furnishings or equipment which are not ordinarily available for use by Facility Users. All Club personnel are under the supervision of the Club Manager who reports to the CEO and no Facility User shall reprimand or discipline any employee, nor shall a Facility User request an

employee to leave the Club Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to Club Management immediately.

13. Profanity, use of derogatory words, or language meant to harm another person is not allowed.

14. Self-parking is available daily. During high usage periods, members may be directed to park in specific areas by an attendant or signage.

15. Smoking (including, but not limited to, vaping or electronic cigarettes) is not permitted on any portion of the grounds of the Club Facilities.

16. Proper cell phone etiquette is expected so as not to interfere with the harmony and enjoyment of the Club Facilities by other Facility Users. Cell phones must be kept on silent mode while on St. Pete Athletic's premises.

17. No fireworks are permitted anywhere on St. Pete Athletic property unless organized and approved by the Club.

18. Firearms and weapons of any kind are not permitted on St. Pete Athletic property at any time.

19. Use of the Club Facilities may be restricted or reserved from time to time by the Club.

20. Professional photographers and videographers are not permitted to take photographs or video on St. Pete Athletic property, inclusive of aerial photography/videography, unless prior written approval is obtained from the Club.

21. Violation of any of these rules or conduct in a manner prejudicial to the welfare, safety, harmony, good reputation, or best interests of St. Pete Athletic will subject the person in violation to disciplinary action by the Club in accordance with these Rules and Regulations.

22. The Club has full authority to enforce these Rules and Regulations in its sole and absolute discretion. The Club may establish additional rules in its discretion from time to time.

23. In no event shall the Club discriminate against any individual because of the individual's race, color, religion, sex, pregnancy, national origin, age above the age of 18, handicap or marital status.

24. Facility Users should not bring valuables into the St. Pete Athletic Facilities.

25. All Facility Users using the Club Facilities do so at their own risk and may be required to execute such forms releasing the Club from liability for their use of the Club Facilities as determined from time to time.

26. It is the responsibility of each Facility User using the Club Facilities to consult with his or her 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 the Facility User from using the Club Facilities, equipment or amenities or engaging in active or passive exercise. Facility Users assume full risk of loss and responsibility for damage to their health if the foregoing representations are not and do not continue to remain true.

27. Facility Users assume full risk of loss and responsibility for damage to their health.

28. A health questionnaire may be required before using the Club Facilities, including, but not limited to the courts and fitness facilities. No physician or nurse will be on duty.

29. No clothing or personal articles may be stored under or in the common areas.

## COURT RULES

1. Members may make court reservations up to twenty-one (21) days in advance.
2. Reservation time blocks are 1 hour in length.
3. All players must check in with the front desk before proceeding to the courts.
4. Members must provide the front desk with all guest names, and guests must have an active account.
5. Please limit food and beverage to the side lines of the court.
6. Please be mindful of court surfaces, do not bring chairs or heavy objects onto the courts.
7. Courts should only be used for their intended purpose only.
8. Non-participating children must be seated in the viewing area and be supervised by an adult as needed.
9. Tennis or racquet apparel is required for play.
10. Only court approved footwear is allowed (no non-approved black or colored sole shoes allowed).
11. Do not leave any personal belongings on the court when you are finished, including balls.
12. If you don't have a reservation, and others are waiting to play, you must rotate the court to allow others the opportunity to play.
13. Practice and drilling are allowed, provided open courts are available. If the courts become full and players are waiting to play, practice and drilling courts must yield to regular play.
14. Only equipment required for play should be on the court, bags and other items, should be courtside.
15. Players should not attempt to or fix nets or play surfaces. Please contact Club staff if needed.

## COURT CONDUCT

1. Facility Users are expected to conduct themselves in a friendly and courteous manner at all times, both on the courts and in the viewing areas adjacent to the courts.
2. Foul language, arguments over points or scores, un-sportsman-like conduct, or any other disruptive behavior will not be tolerated.
3. Players should stay “In Control” and not go for shots, or accelerate to speeds, that create a danger for themselves, others, or club equipment and structures.
4. Facility Users committing infractions will be subject to disciplinary action as deemed appropriate to the offence by the Club.
5. Always exhibit good sportsmanship when playing or spectating.
6. Portable speakers or music are not allowed.
7. Never direct any form of abuse at others (or yourself!)
8. Never throw your paddle or otherwise mishandle equipment.
9. Be respectful of all players, including those of lesser ability.
10. Always strive to make correct line calls. If in doubt, you must call the ball in.
11. Do not enter a court while a point is in progress (marked by the calling of the score).
12. Stop play whenever an unsafe situation arises, such as a stray ball or injured player.
13. Warn other courts if you hit a ball into their court to avoid injury. Most yell “BALL”
14. Wear pickleball or tennis shoes or other non-marking shoes, and safe athletic attire. Proper eye protection is strongly recommended.
15. Do not play if your movement or judgment is impaired by alcohol or other drugs.
16. When registering for leagues and tournaments, please sign up for the appropriate level according to USA Pickleball Standards.
17. Keep an eye on your time and do not extend your play over the time allotted.
18. No gum, food or drink (except water) is allowed on the courts.
19. Please check to be sure your area is clean before leaving.

## COURT SAFETY RULES

1. This facility may be unsupervised at times, appropriate use of the courts is the responsibility of the players.
2. Proper athletic footwear is required for all players. Shoes should be tied.
3. Unsupervised use of the courts by players under the age of 18 is prohibited.
4. The Club is not responsible for lost or stolen items.
5. Use courts at your own risk. Report incidents to staff.
6. Never intentionally aim for someone’s head.

## FITNESS STUDIO/GYM

1. For Facility Users’ safety, no leg weights or wrist weights may be worn during exercise classes unless specified as part of the class by your fitness instructor.
2. It is the responsibility of all Facility Users to obtain instruction on how to use the equipment prior to usage of such equipment, and the equipment is only to be used in accordance with such instructions. Consultation with a personal trainer is suggested

prior to using the fitness facilities at St. Pete Athletic. Outside trainers are not permitted in the fitness facilities.
3. All weights and pieces of equipment must be returned to their proper places at the completion of use.
4. Casual but appropriate workout attire is acceptable at the fitness facilities. Only aerobic or court shoes may be worn at the fitness facility and in the aerobics studio. No black- soled shoes shall be permitted at the fitness facility.
5. Alcoholic beverages and food are prohibited in the fitness facility.
6. Horseplay, profanity, disruptive conduct and indiscreet behavior at the fitness facilities is strictly prohibited.
7. Radios, televisions and devices such as tablets and mobile phones are permitted only when used with earphones.

## LOCKER ROOMS

1. Locks and locker keys must be returned at time of checkout. A fee will be charged for items not returned.
2. The Club assumes no liability for the loss of any personal items left in the locker or the Club Facilities.
3. For fire safety reasons, all clothing and personal articles must be stored in a locker or common closet in the locker room and not under benches or in the common areas.

## SAUNA

SAUNA ACKNOWLEDGMENT AND ASSUMPTION OF RISK

1. Use of the sauna facilities at St. Pete Athletic is voluntary and undertaken at the sole risk of the Facility User. Exposure to elevated temperatures may involve risks including, but not limited to, dehydration, dizziness, nausea, fainting, heat-related illness, cardiovascular strain, aggravation of underlying medical conditions, serious bodily injury, or death.
2. Facility Users should consult with a physician prior to use of the sauna facilities if pregnant, nursing, under medical care, taking medications, or if they have any medical, cardiovascular, respiratory, neurological, or other health-related condition that may be affected by heat exposure or physical stress.
3. Facility Users should not use the sauna while under the influence of alcohol, drugs, narcotics, or any substance that may impair judgment, awareness, or physical condition.
4. Facility Users are responsible for monitoring their own physical condition and comfort level during sauna use and should discontinue use immediately if dizziness, discomfort, nausea, weakness, lightheadedness, or any unusual symptoms occur.

5. Sauna facilities may be unsupervised at times. No medical personnel are on duty. Facility Users assume full responsibility for determining their own fitness and suitability for sauna use.
6. By accessing or using the sauna facilities, each Facility User knowingly and voluntarily assumes all risks associated with such use and releases, waives, and discharges St. Pete Athletic, its affiliates, managers, members, employees, agents, and representatives from any and all claims, liabilities, damages, losses, or causes of action arising out of or related to use of the sauna facilities, except to the extent prohibited by applicable law.

## ATTIRE

1. The Club may publish specific attire requirements from time to time,. The Club reserves the right, in its sole and absolute discretion, to require Facility Users to change their attire for any reason before being provided access to the Club Facilities.
2. It is expected that Facility Users will dress in a fashion befitting the surroundings and atmosphere provided in the setting of St. Pete Athletic.

## CHILDREN

1. Unless permitted by the Club, children under fifteen (15) years of age are not allowed at the Club Facilities unless accompanied and supervised by an adult over seventeen years of age, and the Club may require the guardians of the child to sign a waiver in advance.
2. Facility Users are responsible for the conduct and safety of their children when enjoying the Club Facilities. If children of Facility Users are observed breaking rules or regulations regarding the use of the Club Facilities, or otherwise conducting themselves in a disorderly manner, such conduct will be reported to their parents and Club Management. If the conduct continues after such notification, the offender and possibly all the related Facility Users may be denied use of St. Pete Athletic for a period to be established by Club Management.
3. The Club may establish additional areas, times or other regulations for use by children.

## ANTI-HARASSMENT POLICY

The Club is committed to providing a friendly, supportive and productive environment for its members, guests and employees. Harassment of any kind by Facility Users, employees (or anyone else doing business with St. Pete Athletic) will not be tolerated. This includes, but is

not limited to, sexual harassment as well as any harassment based upon an individual's race, religion, age, sex, color, citizenship status, marital status, sexual orientation, national origin, handicap or disability. The Club has delegated responsibility to the Club Manager to deal with any and all allegations of sexual misconduct and/or other types of harassment. The Club Manager's duties and responsibilities are specific and detailed later in this policy statement.

The process described below deals with sexual harassment. Nevertheless, the procedures set forth in this policy apply equally to harassment based upon race, religion, age, sex, color, citizenship status, marital status, sexual orientation, national origin, handicap or disability.

## Explanation of Sexual Harassment

Sexual Harassment is defined as:

1. unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature where, either explicitly or implicitly, submission to such conduct is considered a term or condition of an individual's continued employment; or

2. making submission to or rejection of such conduct the basis for employment/membership decisions affecting the employee or member; or

3. where such conduct has the effect of unreasonably interfering with an individual's work performance, or creates an intimidating, hostile or offensive work or social environment.

Subsections (1) and (2) of the above definition cover what is known as "quid pro quo" sexual harassment - sexual favors or conduct requested in return for job benefits or job retention. Subsection (3) of the definition covers what is known as hostile environment harassment - when the conduct unreasonably interferes with an individual's ability to perform his or her job, or creates an intimidating, hostile or offensive work or social environment.

Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive, that debilitates morale, and that, therefore, interferes with work effectiveness and/or Facility User enjoyment.

Some examples of such conduct include, but are not limited to, the following:

(i) unwelcome or offensive sexual advances
(ii) sexual jokes
(iii) pressure for sexual favors
(iv) inappropriate touching
(v) leering
(vi) intrusive personal questions and/or questions of a sexual nature
(vii) visual displays of degrading images or stereotypes

(viii) analogies using sexual or sex-related terms
(ix) using derogatory terms when referring to females, such as “babe,” or “dumb females”
(x) screaming, shouting or using insulting language of a sexual nature

Individuals will have different tolerance levels and personal definitions of “inappropriate behavior.” Therefore, employees and members have an obligation not only to monitor their own behavior, but also to advise others when they feel or interpret another’s behavior toward them as inappropriate, offensive and/or in a manner that creates a hostile or intimidating environment.

## Reporting a Complaint

The Club encourages reporting of all incidents of any harassment, regardless of who the offender may be. The Club encourages individuals who believe they are being harassed to notify the offender in a prompt and firm manner that his or her behavior is unwelcome, yet the Club also recognizes that disparities in position between an alleged offender and a victim may make such a conversation difficult or impossible. In the event that such informal, direct communication between individuals is either ineffective, difficult or impossible, the following steps should be followed.

1. Notification of Appropriate Persons

Individuals who believe they have been subjected to any harassment can report the incident to the Club Manager. All complaints of alleged harassment will be documented and will be handled with discretion. The Club will maintain a complete written record of each complaint and how it was investigated and resolved. If the Club Manager is the offending party, then the incident can be reported to the CEO.

2. Timeframe for Reporting Complaint

The Club encourages prompt reporting of harassment complaints so that appropriate investigation and action may be taken.

3. Protection Against Retaliation

The Club will not in any way retaliate against an individual who makes a report of harassment nor permit any employee or member of the Club to do so. Retaliation is a serious violation of this policy and should be reported immediately. Any person found to have retaliated against another individual for reporting harassment will be subject to the same disciplinary action provided for those determined to have violated the Club’s policy.

## Investigating and Resolving the Complaint

After investigation, the Club Manager shall in its sole discretion recommend appropriate disciplinary action, and provide notice of such recommendation to the complainant and the accused.

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

1. Each Facility User as a condition of invitation to the Club Facilities, assumes responsibility for his or her actions and for persons using St. Pete Athletic through his or her membership or use privileges. The Club shall not be responsible for any loss or damage to any personal property used, stored or left on St. Pete Athletic property, including, but not limited to, lockers, changing rooms, restrooms, or parking areas. Any such personal property which may have been left in or on the facilities for 90 days or more without payment of storage thereon may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Club.

2. No person shall remove from St. Pete Athletic premises any property or furniture belonging to the Club without proper written authorization.

3. Every Facility User of St. Pete Athletic shall be liable for any property damage and/or personal injury at St. Pete Athletic or at any activity or function operated, organized, arranged or sponsored by the Club caused by the Facility User.

4. The Facility User shall be obligated for all acts of the Facility User and the Facility User's family members or guests in connection with their respective use of the St. Pete Athletic premises, the Club Facilities, or otherwise relating to such Member's membership (if applicable). The Facility User shall be liable for all claims, losses, damages and costs and other liability (collectively, "Claims") to the extent caused by the Facility User or a family member or guest in their respective use of, or presence on or about, St. Pete Athletic premises or the Club Facilities.

5. Any Facility User who, in any manner, makes use of or accepts the use of any apparatus, equipment, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club or by a third party concessionaire, including without limitation, anyone who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club or concessionaire, either on or off St. Pete Athletic's premises, shall do so at his or her own risk.

6. Facility User agrees to indemnify, defend (with counsel reasonably acceptable to the Club) and hold the Company, and any third-party manager of the Club Facilities engaged by the Club, as well as the owner(s) and operator(s) of any third party vendors or rental units within St. Pete Athletic, their respective successors and assigns, and their respective shareholders,

partners, directors, officers, members, managers, employees, representatives and agents (collectively, the “Indemnified Parties”), free and harmless from, against and with respect to all such Claims.

7. Any Facility User shall have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member. This release and indemnification cover all matters arising out of, related or incident to membership and/or use of the Club Facilities including but not limited to disputes over the ownership of memberships, enforcement of St. Pete Athletic Rules and Regulations, physical injury, death, etc. This provision and all other provisions for responsibility survive cessation of membership and/or the usage of the Club Facilities.

8. Should any party bound by these Rules and Regulations bring suit against any of the Indemnified Parties in connection with any event operated, organized, arranged or sponsored by the Club or on any other claim or matter in connection with membership or facility use privileges in St. Pete Athletic, said party shall be liable to the prevailing Indemnified Parties for all costs and expenses incurred by them in the defense of such suit, including court costs and attorneys’ fees and expenses through all appellate proceedings. All claims and suits are subject to arbitration as provided hereinafter in the Section entitled Dispute Resolution.

9. Facility Users and each of their family members and guests accept and assume all risks and responsibilities associated with use of Club Facilities, or any other facilities or services at the St. Pete Athletic premises, including, but not limited to, all risks of bodily injury or damage to property (even if such bodily injury or damage to property is due to the negligence of one or more Indemnified Parties). The Facility User acknowledges that if the Facility User or any of his or her family members or guests makes or accepts the use of any apparatus, equipment, facility, privilege or service whatsoever owned, leased, made available or operated by any Indemnified Party, or participates in any function or other activity made available, operated, organized, arranged or sponsored by an Indemnified Party, either on or off the St. Pete Athletic premises, then such Facility User, family member or guest shall do so at his or her own risk. The Facility User, on behalf of the Facility User and all of Facility User’s family members and guests, hereby releases and agrees to hold all of the Indemnified Parties free and harmless, from, against and with respect to any and all Claims resulting from the matters described above or otherwise arising out of or incident to membership in St. Pete Athletic or use of the St. Pete Athletic premises including the Club Facilities.

10. Facility Users and each of the Facility User’s family members and guests shall be obligated to execute and deliver such consents, waivers and/or releases of liability and indemnities in the form requested by the Club from time to time. In the event of any inconsistency between

the provisions of these Rules and the provisions contained in any such consent, waiver and/or release or indemnity form, the provisions contained in the form shall control.

## DISCIPLINE

1. Facility Users are responsible for their own conduct and for the conduct of their family members and guests. Any Facility User whose conduct or whose family's or guest's conduct (whether or not at the Club Facilities or directly related to St. Pete Athletic) shall be deemed by the Club to be likely to endanger the welfare, safety, harmony, good reputation or best interests of St. Pete Athletic or its members or is otherwise improper, may be reprimanded, fined, suspended or expelled from St. Pete Athletic, without any liability to an affected person, and have all privileges associated with the membership or facility use privileges suspended or terminated by the Club. The Club shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failing to meet eligibility for membership, (ii) submitting false information on the application or membership agreement forms, (iii) allowing his or her membership identification to be used by another person, (iv) submitting false information regarding an application for guest access, (v) exhibiting unsatisfactory behavior, deportment or appearance, or damaging property of St. Pete Athletic, (vi) failing to pay any amount owed to the Club in a proper and timely manner, (vii) failing to abide by the rules and regulations as set forth herein and as established by the Club from time to time, (viii) abusing personnel or employees, (ix) conviction of a felony or a crime of moral turpitude (member, spouse, or child), (x) making disparaging remarks about St. Pete Athletic, the Club or the Company to anyone other than the Club Manager, or (xi) engaging in conduct deemed by the Club to be improper or acting in a manner incompatible with the standard of conduct of the membership or which would be likely to endanger the welfare, safety, harmony or good reputation of the members or St. Pete Athletic.

2. The Club may, without a hearing, immediately suspend some or all privileges associated with a membership and/or, after notice, terminate a member for failure to pay in a proper and timely manner dues, fees or any other amounts owed to the Club. The Club may also immediately suspend the rights and privileges of an individual when, in its sole and absolute discretion, the Club determines that such person's conduct, if repeated, would constitute: (a) an immediate and unreasonable infringement of, or threat to, the safety or quiet enjoyment of the Club Facilities by other members and guests or to personnel; (b) a traffic or fire hazard; or (c) a threat of material damage to, or destruction of Club Facilities or property or properties contiguous to St. Pete Athletic property. The severity of the discipline is in the Club's sole and absolute discretion and will be determined on a case by case basis. There is no requirement that a member receive a warning or that the offense be continued or repetitive prior to disciplinary action being taken.

3. If the Club determines that a member's conduct or the conduct of his or her family or guest is improper, the Club may expel the member, suspend or restrict the member's membership privileges, or restrict the use privileges of the member's family or guest whose conduct was improper. No member is entitled, on account of any restriction or suspension, to any refund of any dues, feed or charges. During the restriction or suspension, dues and other

charges shall continue to accrue and shall be paid in full along with any reinstatement fee prior to reinstatement as a member in good standing.

4. Upon termination/expulsion of a member, no portion of any monies paid by member shall be refunded to the member.

## DISPUTE RESOLUTION

1. Except with respect to the disciplinary proceedings as specifically provided in the Discipline Section of the Rules and Regulations, each and every dispute, claim or other matter of disagreement between and among the Club, its officers, directors, affiliates and any member or applicant for membership relating to or arising out of the Membership Agreement, these Rules and Regulations, or any transaction contemplated by the Membership Agreement, or these Rules and Regulations, shall only be decided by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association then in force, except as otherwise provided herein, and no right shall exist to have any such dispute litigated in a court or by jury trial; provided, however, that the Club shall have the right to collect, through a court proceeding, any member account or other amount owing as a result of the member' loss or destruction of the Club's property or injury caused to any party. Both the Club and member acknowledge and agree that claims and counterclaims shall only be alleged on an individual basis and shall not be joined with additional claimants, other than immediate family members, or as part of a class or group action or proceeding. In the event of any dispute or disagreement, either party may submit the matter to binding arbitration. The arbitration shall consist of three arbitrators (the "Arbitration Panel") (unless the parties mutually agree to only one arbitrator) as follows: each party shall select one arbitrator ten days after receipt of notice by the other party invoking arbitration. The two arbitrators then shall jointly select the third arbitrator within ten days. All three arbitrators shall be required to be partners or principals of legal or consulting firms with experience in membership and hospitality industry. The decision of two of the three arbitrators shall be deemed to be the decision of the arbitrators and shall be final, binding and conclusive on both parties as hereinafter provided. The arbitration proceeding shall be held in Pinellas County, Florida and governed by Florida law.

2. Each party shall submit a position paper setting forth its resolution of the issue(s) submitted to arbitration within ten (10) days after notice of selection of the arbitrators. The decision of the arbitrators, where appropriate, shall take into account the operation of the Club Facilities in comparison to the operation of other similar facilities in the state of Florida. The arbitrators shall investigate the facts and shall hold hearings at which the parties may present evidence and arguments, be represented by counsel and conduct cross-examination. The arbitrators shall render a written decision upon the matter presented within thirty (30) days after the date upon which the last party submitted its position paper to the arbitrators, and such decision shall be final and conclusive upon all parties. Judgment upon the award rendered in such arbitration may be entered by any court having jurisdiction thereof, and the judgment shall be entered unless the award is vacated, modified or corrected as provided by law.

3. The parties shall advance on an equal basis any necessary costs of the arbitration, such as reporter's fees and arbitrator's fees. The prevailing party shall be entitled to recover as part of the award all such advanced costs and reasonable attorneys' fees and related costs, fees or expenses of the arbitration. In the event of any dispute over any such fees and costs, each party may apply to the arbitrators within thirty (30) days of the decision on the merits for a determination of an award of fees, costs and expenses. The arbitrators shall enter an award on such application within thirty (30) days from its receipt, without a hearing, but with consideration of any factual materials or brief submitted by the parties, and such award shall be paid within thirty (30) days from the date of such award. Any time period set by this paragraph may be shortened or extended by the mutual agreement of the parties to the arbitration.

4. If any court or arbitrator shall find any provision of this paragraph to be in violation of or in contradiction to the commercial arbitration rules of the American Arbitration Association then in force, the parties agree such provision or provisions shall be void but all other provisions of this paragraph shall remain in effect. Should any member bring suit against the Club or others in contravention of this arbitration mandate, all costs and expenses incurred by the Club or others in the defense of such suit, including court costs, attorneys' fees and other costs including para-professional fees and travel costs through all trial and appellate proceedings, shall be recoverable as part of the arbitration award.

## Waiver – Third-Party Childcare Services

The Club has arranged for Club Run x Play LLC ("Childcare Provider"), an independent business operating as a subtenant of the Club pursuant to a separate sublease agreement, to offer supervised, drop-off style childcare services (limited to a maximum of two (2) consecutive hours per visit) to Facility Users who are current Club members or their registered guests ("Childcare Services"). If the Club makes Childcare Services available, each Facility User acknowledges, agrees and consents to the following:

Independent Operator. Childcare Provider is not an employee, agent, partner, joint venturer, or representative of the Club, and the Club exercises no control over Childcare Provider's staffing, hiring, training, curriculum, supervision ratios, or day-to-day childcare operations. Childcare Provider is solely responsible for all aspects of the Childcare Services.

Separate Registration Required. Use of Childcare Services requires the parent or legal guardian to independently register with, and execute and agree to all registration, waiver, liability release, indemnification agreement, emergency contact, and medical consent forms required by, Childcare Provider. These Facility Use Terms and Rules do not substitute for, and are in addition to, Childcare Provider's own

required forms. The Club has no obligation to verify a parent's or guardian's compliance with Childcare Provider's separate requirements.

No Warranty; No Liability for Childcare Operations. The Club makes no representations or warranties regarding Childcare Provider's licensure, staffing, qualifications, insurance, supervision practices, or the safety, health, conduct, or wellbeing of any child while in Childcare Provider's care. The Club (and not Childcare Provider) is solely responsible for the Club Facilities generally; Childcare Provider (and not the Club) is solely responsible for the Childcare Services and anything occurring during a child's time in its care, custody, or control.

Each Facility User releases, waives, and agrees to indemnify and hold harmless SPA, its affiliates, owners, officers, directors, employees, and agents ("SPA Parties") from any and all claims, liabilities, damages, losses, or costs (including reasonable attorneys' fees) arising out of or related to the childcare services performed by Company, to the same extent as Company is released and indemnified herein, except to the extent caused by SPA's own gross negligence or willful misconduct, and except as otherwise prohibited by applicable Florida law. This indemnification obligation extends to and covers claims brought against SPA Parties by any third party arising out of or related to the Childcare Services — including without limitation claims brought by another parent or guardian, another child's family, a Childcare Provider employee or contractor, or any regulatory or licensing authority — regardless of whether that third party is a signatory to this waiver.

Dispute Resolution & Limit of Liability. Any claim by a Guardian against SPA Parties arising out of the childcare services shall be subject to SPA's arbitration provisions set forth in its Rules. In no event shall the aggregate liability of the SPA for any and all claims arising out of or related to the childcare services exceed the total amount of fees actually paid for the childcare services giving rise to the claim. This limitation applies only to claims arising out of or related to the childcare services and does not otherwise limit any other liability provision applicable to the SPA facilities generally. In no event shall SPA be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including without limitation lost profits, loss of use, or emotional distress, even if advised of the possibility of such damages.

Release and Indemnification Extends to Childcare Provider. Childcare Provider, its owner(s), operator(s), employees, and agents are included within the definition of "Indemnified Parties" under the Club's Rules. Each Facility User, on behalf of themselves and their family members and guests, releases, waives, and agrees to indemnify and hold harmless the Indemnified Parties (including Childcare Provider) from any and all Claims arising out of or related to the Childcare Services, to the same extent as set forth in the Rules, except to the extent prohibited by applicable Florida law.

Emergency Medical Consent. In the event a parent or guardian cannot be immediately reached during an emergency, each Facility User authorizes Childcare Provider (and Club staff, if applicable) to seek emergency medical treatment for the child, with the parent or guardian remaining responsible for all resulting costs.

No Guarantee of Availability. The Club may modify, suspend, or discontinue the availability of Childcare Services at any time, in its sole discretion, without liability.

## Minor Children of Facility Users

If a Facility User's minor child ("Minor Child") accesses or uses the Club Facilities, the Facility User represents and warrants that he or she is the parent or legal guardian of the Minor Child with full legal authority to consent to the Minor Child's use of the Club Facilities and to bind the Minor Child to these Terms and the Rules to the fullest extent permitted by applicable law. By permitting a Minor Child to access or use the Club Facilities, the Facility User agrees, on his or her own behalf and, to the fullest extent permitted by applicable Florida law, on behalf of the Minor Child, to be bound by these Terms and the Rules with respect to the Minor Child's access to and use of the Club Facilities.

Each Facility User acknowledges that, under Florida law, this Section does not release or waive any claim the Minor Child may have in their own right for injuries caused by the negligence of St. Pete Athletic or the Indemnified Parties. Each Facility User nonetheless personally agrees to:

Assume responsibility for the Minor Child's conduct while accessing or using the Club Facilities;

Release and waive, on the Facility User's own behalf, any claim the Facility User may have arising from the Minor Child's use of the Club Facilities, except claims arising from gross negligence or willful misconduct;

Indemnify, defend, and hold harmless the Indemnified Parties from any and all Claims arising out of or relating to the Minor Child's acts or omissions while accessing or using the Club Facilities; and

Consent to emergency medical treatment for the Minor Child as described in the Rules.