

INFORM * CONNECT * INSPIRE

Welcome to Lake Park Swim & Fitness! We are committed to providing you with the best member service in a luxurious setting. Lake Park Swim & Fitness has combined state of the art amenities with a luxurious environment to provide a result-driven, member focused and rewarding fitness experience for members and staff. The Owners believe strongly that the service, environment, programs and friendships gained will create loyal members and staff. Lake Park Swim & Fitness (LPSF) has developed this handbook in order to familiarize you with your new Club.

History of Lake Park Swim & Fitness

After 15 years of friendship and working together, Megan Collins, Felicia Christianson and Jane Dias knew the next logical step in their careers was to own and operate a health club. When the opportunity came about to acquire a former health club at the 730 Lake Park location, the three women began brainstorming and formulating a plan to fill the need in the Valley for a owner operated, state of the art, resort-feel, member focused health club where everyone would feel they belong. A 15-mile run that the three women took in the early spring of 2008 resulted in a clear vision and the decision to move forward. Final plans, the investor group, and completed due diligence for the facility came together in September as court approval and financing fell into place. Ownership by Collins, Christianson, Dias and 6 silent investors was official on Friday, September 8th, 2008. All 9 investors are equal owners.

Hours of Operation

Fitness Center:

Monday-Thursday	5am -10pm
Friday	5am-9pm
Saturday & Sunday	7am-5pm

Play Care:

Monday -Thursday	8am-12pm & 4pm-8pm
Friday & Saturday	8am-12pm

Summer and Holiday Hours:

Will be posted accordingly; hours of operation are subject to change based upon facility utilization patterns.

Location

730 Lake Park Road, Menasha WI 54952 Phone (920) 882-8900

Website www.lakeparkfitness.com

Emergency closings or delays "like" us on Facebook www.facebook.com/LakeParkSwimFitness

Liability/Waiver of Claims

It is agreed that all use of the Club facilities shall be undertaken by a member at his sole risk, and LPSF shall not be liable for any injuries or damages to any member or guest or be subject to any claim, demand, injury, damages, actions or causes of action whatsoever including, without any limitation, those damages resulting from acts of active or passive negligence on the part of the Club, its owners, employees, officers, or agents. The member, for himself and on behalf of his executor, administrators and assigns, does hereby expressly forever release and discharge the Club, its successors and assigns, as well as its owners, employees, officers and agents, for all such claims, demands, injuries, damages, actions or causes of action.

It is specifically agreed that LPSF shall not be responsible or liable to members or their guests for articles lost or stolen in the Club. LPSF shall not be liable for loss or damages to any other property of members and their guests, including their automobiles and contents therein.

Rules Not Inclusive

The rules and regulations in this handbook are not all-inclusive; others may be posted throughout the facility. At times, we may need to adapt and/or amend the rules or policies, and we ask for your cooperation and compliance in observing these changes.

We value your input, so please inform us of any questions, concerns, or suggestions in regards to these policies and procedures.

Membership

Conditions of Membership

Membership is open to any adult individual of good character and responsible credit background without regard to race, sex, ethnic background or religion. All agreements for membership are subject to approval by LPSF, which shall have sole discretion to approve or reject applicant. Applicant shall provide proof of age by driver's license or birth certificate. Membership entitles the member use of Club facilities during all normal hours of operation, subject to the rules stated herein.

Enrollment Fees, Dues and Enhancement Fee

1. The enrollment fee for all membership categories is designated on a separate rate schedule and is subject to change. Membership is limited and may be closed or opened at the discretion of LPSF. The initial payment of enrollment fees and monthly dues is not refundable unless cancelled in writing within three (3) days after commitment.
2. Monthly dues are payable in advance on the first of each month. In addition, a member's credit card will be billed as well on the 16th of the month for any incidentals that may have accrued the first half of the month. The obligation to pay dues is not dependent on the availability of all of the Club's facilities nor will the failure to use the facilities not relieve the Member of the obligation to pay monthly dues or any part thereof.
3. Our annual Enhancement Fee (EF) is a fee that is for capital improvements and facility upgrades. This fee is subject to change at any time at the sole discretion of LPSF owners. All members (memberships) will be billed on his/her said date with no exception and is not waived or prorated.

Involuntary Termination and Suspension

1. LPSF reserves the right at any time to terminate or suspend membership privileges of any member for failure to comply with these rules or any conduct LPSF determines to be improper or detrimental to the interest of LPSF. Any member who shall have been in arrears to the Club for 30 days may, at the discretion of management, have his membership privileges suspended/terminated.
2. A membership may be terminated by notification in writing mailed to LPSF to the last address shown for the member on Club record. The terminated member will be required to return his membership card. No further dues will accrue after such termination. However, a terminated member will remain liable for all dues and other indebtedness incurred before receipt of the membership card by the Club. Appropriate collection action will be pursued, if necessary, to recover any outstanding indebtedness.
3. A membership which has been terminated for any period of time or for any reason may not be resumed without reapplication and acceptance and payment of all past dues, a full initiation and/or reinstatement fee.

Voluntary Termination of Membership

Month-to Month Members may resign from the Club by giving a **14-day written notice** by the 1st of any month to the Business Office. For example: If Member wishes his/her resignation to become effective September 1, the Business Office at LPSF, must receive written notice from member on or before August 15th. Notice shall be hand delivered or sent certified mail, during posted Business Office hours. Leaving termination requests verbally with the front desk or with any non-business office personnel will not be accepted. Such voluntary resignation shall not be deemed effective until after the expiration of the 10-day notice period and receipt of member's membership card and after all required payments have been made by the member to the Club. No exceptions to this 14-Day Policy will be granted.

Members in a contract must fulfill his or her membership contract whether it is "paid in full" or a 12 month contract with monthly billing. Cancellation due to relocation is acceptable- if move is more than 40 miles away, but proof of relocation is required along with 14 day notice. There is a \$50 cancellation fee to process all paid in full cancellations. Notice may be in the form of a copy of lease agreement or a utility bill in the Member's name, new license or new home purchase.

All cancellations are to be written by member and signed. LPSF will not accept cancellations via phone, verbal to other members or staff, Facebook, email or fax.

Charter Membership Status

A Charter Member is a member that has a special membership rate as one of the first 100 new members at LPSF. If member cancels and wishes to rejoin, he/she will rejoin at the new standard rate and enrollment/reinstatement and lose his/her charter rate. Charter memberships may not be sold, willed or transferred to others.

Changes in Membership Type (upgrade/downgrade)

Member may add a spouse to his/her account providing that all membership requirements are met and by paying the difference between the posted enrollment fees for Individual and Couple Memberships. Dues will be reassessed to reflect the upgrade. Member may upgrade their child(ren) 12 weeks to 21 years to a Family Membership providing that all membership requirements are met and after paying the Club's posted upgrade fee for each child. Member may delete another person from their account for a processing fee as posted by the Club. Dues will be reassessed to reflect the downgrade. All upgrades must be in effect for a minimum of 4 months. (i.e. no upgrades just for the summer)

Payment Delinquency

All balances which are 30 days past due are subjected to a 1.5% monthly service fee (annual rate is 18%). Management reserves the right to: (a) collect the current and past due balance; (b) suspend and/or terminate Membership Privileges; (c) recover from Member(s) any collection fees, attorney fees and court costs except as prohibited by law.

Dishonored Check or Credit Card Draft

If any check or draft payable to the Club is not honored, Management shall have the right to: (a) access a service charge; (b) collect all current and past due balances; and (c) terminate member's agreement.

Let the Business Office know if you have a change in information such as a new credit card number or new expiration date for your monthly billing.

Check – In/Key cards

Lake Park Swim & Fitness is a private club therefore Members must check in at the front desk each time they use the club. A valid membership card must be presented to the front desk for admittance. Your membership card cannot be used by any other family members or friends.

As a private club member, you will appreciate the extra security provided to members when we ask you to present your membership card at the Front Desk each time you visit the Club. This process obviously eliminates non-members, who are not your guests, from utilizing your Club.

Lost, stolen, or damaged membership cards are replaced at no charge. Please request a new card at the front desk and one will be mailed to you.

Guests

Members may bring in a guest to LPSF for a fee. This benefit is intended to introduce your Club to your friend and provide you with guest privileges for visitors.

1. Guests may only use the LPSF facilities when accompanied by an adult member at least 16 years of age and must sign in at the Front Desk.
2. Guests using any part of the facility, including use of a locker, will be assessed a guest fee.
3. Members may bring 2 guests per visit for the use of the facilities, but **each guest will be limited to a total of one (1) visit per month** unless otherwise arranged with the management. This policy affects all types of memberships.
4. The guest fee is structured to prevent the use of the facility on a regular basis by a non-member at a lesser charge than that of a LPSF member.
5. LPSF reserves the right to limit the number of guests a member may bring at any one time to use the facility, as well as the right to alter the guest fee policy and fee structure, without notice. There will be a double fee billed if a member fails to register a guest.
6. Members will be responsible for the attire, conduct, damages and liabilities of the guests.
7. Week passes are available for out of town family and friends—please check with The Membership Department for rates.

Locker Rooms

The Club provides both men's and women's locker rooms for members. The Club provides both day use and rental lockers. The small lockers are available for rental for a small monthly rental fee. Please ask any member of the front desk staff if you wish to rent a small locker. Please do not take locker keys home overnight or leave locks on lockers. Locks will be cut off, contents removed, and items will be put in the lost and found. Please adhere to rules of etiquette when using locker rooms. Please dispose of towels at the front desk, dispose of trash and clean up around yourself when you are finished. Gym bags and other personal items must be stored in a locker. Do not leave items unattended. No cell phones, PDAs, Blackberries, or cameras are to be used in the locker rooms.

**Please note that LPSF is not responsible for lost or stolen items (inside the club or on LPSF property) under any circumstances

Family Locker Room

Children under the age of 14 are expected to use the private/family changing rooms located on the west side of the building closest to the pool/whirlpool area. No one under 14 is permitted in main locker rooms.

Towels

Towels are provided as a service to members for free. In order to keep costs of water, heating, and towels down please limit the number of towels used to what is appropriate. Please return towels to designated drop spots in facility. Please note that towels are property of LPSF and are not to be removed. Rags located in the rag bins throughout the facility are not to be used as personal washcloths due to chemicals being used to clean equipment.

Attire

Proper attire is required for all participants using the LPSF facilities. Shoes are required in all parts of the Club with exception of the pool and in certain classes, such as Yoga. Clothing containing offensive language or graphics will not be permitted. Torn and ripped clothing is not considered appropriate attire. Please minimize the use of cologne or perfumes when working out for consideration of other members.

Lost and Found

LPSF will not be responsible for lost or stolen articles. Please take care to gather all your belongings when leaving the club. Lost and found items will be kept for 2 weeks at the front desk and then donated to a local charity.

Pool, Whirlpool, and Steam Room

The Aquatic Center is open to members and their guests only. Please be advised that occasionally it is necessary to close the pool for scheduled maintenance.

1. Members under the age of 14 must be supervised by an adult for all swimming activities, unless there is a lifeguard on duty.
2. Members under 14 are not permitted in the whirlpool or steam room.
3. Members 14 years of age or older are able to swim without parental supervision by using the "buddy system."
4. Members may swim alone at the age of 16-reminder~NO lifeguard on duty.
5. To use the pool, children that are not toilet trained must wear a swim diaper.
6. By State law, soapy showers must be taken by all bathers before using the swimming pool or whirlpools and after using toilet facilities.
7. Persons with long hair are requested to use bathing caps.
8. Appropriate swim attire is required (no workout clothes-as material may bleed due to chlorine)
9. No food or drink will be permitted in the pool.
10. Glass containers are not permitted in the pool area.
11. No diaper changing permitted on the pool deck.

The following are scheduled pool activities, their titles and descriptions:

- Designated Lap Swim... all 4 lanes open for adult lap swimming.
- Group Exercise/Aqua Classes... Lap lanes are available according to the number of participants in the Aqua Class- See posted pool schedule to determine how many lanes will be open to lap swim/water walk.
- Splash Time... members and member children to play in pool; 1 lap lane available.
- Family Fun Pool Days ... Members, member children and guests for pool usage. Lanes available is determined by the number of children in the pool. See MOD on duty.
- Guest Fees: are required for all non members of any age to utilize our pool area for open swim.

Fitness & Weight Training Center

LPSF offers numerous pieces of state-of-the-art cardiovascular and weight training equipment. Children under the age of 14 are not allowed in cardiovascular or weight training centers for any reason. A complimentary orientation session is mandatory for 14 & 15 year olds to use the fitness center.

New Member Orientation (NMO)

All members are offered a complimentary Fitness Assessment and introduction to the cardio and weight equipment with a Personal Trainer. We recommend that all members take advantage of this program.

Personal Training

LPSF offers Personalized Personal Training programs to members in order to assist the member in achieving their health and wellness goals. Please see Personal Training Department for types of programs and costs.

Group Exercise

Group Exercise (GX) classes are available to members and their guests. Please check the schedule for times and descriptions of classes that require a "ticket" to reserve your spot in class. When a class is in session, the studio is reserved for class participants only. Studios doors will be locked during all non-class times and no admittance is allowed to protect LPSF contents of studios.

Juniors

Members 14 years of age and older are able to attend group exercise classes. A complimentary fitness orientation is required for 14 & 15 year olds to use cardio and weight equipment.

LPSF Playcare

Rules

1. The Playcare is available to any member's child from ages 12 weeks to 10 years.
2. The Playcare is available for members that have added their children to their account for Playcare.
3. Children are to be dropped off by their parent only--and parent must be on LPSF property.
4. Playcare stay is for a period of 2 hours per day per child.
5. Over the 2 hour mark, members will be assessed an "extended care" fee of \$1.00 for every 15 minutes per child. Not to exceed a total of 4 hours per day of total time in the Playcare/day.
6. Member/parent must be on the Club premises in order to use the Playcare.
7. Register your child upon entering. Be sure all items you bring from home are labeled.
8. For a safe environment for your children, please keep those showing signs of illness home.
9. Staff will change diapers --please provide labeled diapers, wipes and ointments.
10. We will not feed children meals -- only bottles and snacks, if supplied (unless authorized by parent).
11. No snacks of any nut variety--due to allergies and please no gum, candy or popcorn.
12. The attendant must be notified if someone (i.e. Spouse) will be picking up the child- I.D. will be required.
13. Children and infants may be refused admittance to the Playcare because of crowded conditions, sickness or a history of bad behavior.
14. Children on Playcare are still required to upgrade to a family membership if parents want child to use pool as a member, otherwise a guest fee is required.

Miscellaneous

1. LPSF cannot be held responsible for personal messages taken for members. Messages of an emergency nature will be held for members at the front desk and it will be the members' responsibility to inquire about phone messages.
2. Gift Cards are available in all denominations and can be used for purchase of most activities in the club.
3. Reward Cards that are earned or given cannot be used for dues payment or redeemed for cash.
4. LPSF is a non smoking facility; this includes patio, parking lot, tennis courts and any area around the club.
5. If you have any change to personal information such as address, phone number, email, credit card information, etc. please let Membership Services know as soon as possible to keep our records updated.
6. All house accounts with a balance on the 15th of the month will be billed on the 16th with the member's credit card on file.
7. Any house account with a balance on the 31st will be billed on the 1st of the month - along with member's monthly dues.
8. Members under 16 are not allowed to charge on their account without parental permission.
9. Members under 16 are not allowed to bring a guest unless the member parent is present.
10. Members under 18 must have their parents present to join and sign the agreement.
11. Proper etiquette is expected from all members and guests of LPSF. Please respect fellow members by adhering to all Club policies and procedures posted.
12. The family/private changing area is available by the pool. This is a first come first serve basis. There are lockers available in the hallway for your belongings.
13. No cell phone, camera, tablet or any other device usage in the locker rooms.
14. Rules and Regulations are subject to change at any time and may be enforced prior to new handbook copies being printed.