



PURA VIDA CLUB BYLAWS

The following are the general bylaws (the "Bylaws") for use of Pura Vida Fitness and Spa, which have been established to ensure the best possible experience for its members and guests.

MEMBER RESPONSIBILITY and ENFORCEMENT

Pura Vida Fitness and Spa management shall establish, maintain, and from time to time, change the Bylaws at its sole discretion governing the use of the Pura Vida facility without the necessity of giving notice to any member, person or entity.

Management has the authority to notify members in writing of rule infractions and take appropriate measures to ensure that the member or guest abides by Pura Vida's Bylaws.

Members are responsible for their own behavior and that of their guests. Any damages to Pura Vida Fitness and Spa property by the member or member's guest shall be paid for by the member.

Memberships are offered exclusively for the purpose of permitting the members' recreational use of the fitness and spa facilities. Memberships should not be viewed or acquired as an investment, and no person purchasing a membership should expect to derive any economic profits from membership.

All decisions of Pura Vida management shall be final on all questions involving the interpretation or construction of the Bylaws and the rights and privileges of the members under such documents. In resolving such questions, Pura Vida management shall act reasonably and in good faith.

Pura Vida Fitness and Spa will not be held responsible for any injury or ailment incurred by a member or guest while using the facility. Entry to Pura Vida Fitness and Spa is at one's own risk and although policies and procedures are implemented to maximize safety, Pura Vida Fitness and Spa, its employees, owners and representatives will not be held liable or accountable for any incident experienced by any person entering the premises, utilizing the fitness facility and equipment, and/or undergoing spa services.



MEMBERSHIP and USAGE AGREEMENTS

All members must complete a membership agreement, including the establishment of a house charge account for all billing purposes. A PAR-Q (Personal Activity Readiness Questionnaire) must be completed and kept on file prior to using the fitness facilities.

A separate health history form must be completed for participation in any SPAVital™ spa treatments. Information provided will be kept confidential in accordance with our strict privacy policy.

NEW MEMBER ORIENTATION

New member services/gifts must be redeemed within 90 days of joining. Resigned members are not eligible to redeem new member services.

CHARGES and MEMBER ACCOUNTS

All fees are subject to change at the discretion of management.

Membership dues, house charges, and or any miscellaneous charges incurred by a member and his or her guests for services or use of Pura Vida Fitness and Spa will be charged to the member's house account as each charge occurs.

Any member whose charges are left outstanding 30 days after billing will be suspended from use of the Pura Vida Fitness and Spa facilities. Any member who is still delinquent on his or her obligation to Pura Vida Fitness and Spa for more than 60 days will be terminated from membership and reported to a collection agency for recovery of the unpaid balance.

Member is solely responsible for remaining current and notifying Pura Vida Fitness and Spa of any lost cards, changes in credit card account numbers, and new expiration dates. Any billing changes must be made prior to the first day of each month. Expediency is requested for updated member credit card information to be kept on file. Cancellation or closure of a credit card or bank account used for billing purposes in no way relieves the member of their responsibility for payment.



LEAVE OF ABSENCE

The only leave of absence Pura Vida Fitness and Spa will honor, WITHOUT CHARGES, is a medical leave. A medical leave of absence may be taken for a valid medical reason.

A medical leave form must be completed along with proper documentation from the member's primary care physician. Medical leave status will not be granted until proper forms and documentation are received by the membership office. Information provided will be kept confidential in accordance with our strict privacy policy.

Medical leave status will not be retroactively applied. Forms and documentation must be received within a week of injury/illness.

A member may remain on medical leave for up to six months. An extension may be granted upon resubmitting a new note from one's primary care physician. Depending on the severity of the condition, a note from the member's primary care physician allowing a return to exercise may be required.

MEMBERSHIP FREEZE

A member may choose to freeze their membership up to 6 months per year. To freeze, the member must give a full calendar month's notice in writing and no club access will be granted during the freeze. A freeze must be for a full membership, not part of a dual. Please refer to membership addendums for specific information. Freezes will not be applied retroactively.

DUAL MEMBERSHIPS

To qualify for a dual membership, both members must reside under the same roof and must provide documentation if requested. Documentation can be in the form of a lease, utility bill or title. The member/members must notify Pura Vida if one person moves out within the same month of the person's moving. Both members must be over the age of 18. One member will be established as the primary member and will be responsible for placing their credit card on the membership account for the purpose of monthly dues. We are not able to accommodate multiple payments for monthly membership



dues. Additional cards may be kept on file for incidentals. Any additional card must remain current at all times and adhere to the same rules and regulations as the primary member.

UPGRADES and DOWNGRADES

Any active member who has not established dual status and is wishing to upgrade will pay the full difference in initiation fees. Any active single member who has previously established dual status will be granted an upgrade if the original dual member wishes to return without an initiation fee charge. A new member would require a transfer fee.

Member may upgrade immediately only if Pura Vida has availability. Wait list may apply for upgrades.

When upgrade occurs, monthly dues will reflect dual status.

Upgraded monthly dues will be prorated should the upgrade take place after the first of the month.

Pura Vida will not retroactively prorate should a member wish to downgrade to single status during the month. All changes in membership status must have updated, valid and accurate credit card, billing address and other pertinent information.

TERMINATION OF MEMBERSHIP

A. Resignation – Member will provide one full calendar month’s notice via email (preferred) or in person (in writing) at the Pura Vida Fitness and Spa membership office, in order to resign from membership and monthly dues billing (example: If a resignation is received May 8th, the effective resign date is June 30th). If the deadline of the first of the preceding month is missed, member accepts the responsibilities of membership dues and house account charges for an additional calendar month. Annual prepaid memberships are non-refundable.

B. Death – In the event of a member’s death, where another individual is on the membership, the surviving member shall continue to enjoy all the rights and privileges of a single membership; provided however, such individual shall be obligated to pay all outstanding and future accruing dues, costs, fees and other charges, relating to such membership and its use. Individual memberships terminate at death.



C. Removal of privileges – Any member who is delinquent in payment of his or her account, who is in violation of any provision of these bylaws or any other rules and regulations of Pura Vida Fitness and Spa, or who has engaged in any conduct which management believes is detrimental to the legitimate interests of Pura Vida Fitness and Spa may be removed from active membership status. Upon a member’s removal, such member will have no further rights to use any of the club or spa facilities. Management will send that member a final statement reflecting dues and other charges accrued through date of expulsion. Final statements must be paid within 30 days of the statement.

DIVORCE OF MEMBERS

In the event of a divorce, change in membership status must be confirmed in writing (preferably via email) acknowledging the date the divorce was effective. Continuing member must have valid credit card on file upon making the member status change.

WAIT LIST

Pura Vida Fitness and Spa may exercise a wait list if management determines that club membership has reached capacity. Should a wait list be in effect, wait list reservation deposit amounts will be published at that time.

Wait list reservation deposits are non-refundable and non-transferrable; however, at the time of membership activation, wait list reservation deposit will be applied in full toward the appropriate current initiation and/or reinstatement fees.

Individuals with an active membership wishing to upgrade to dual status will receive priority on the Pura Vida wait list.

GUEST POLICIES

A guest is defined as a single day user. There is a day pass fee for guests. All guests are required to abide by Pura Vida Fitness and Spa bylaws.



Guests must register at the reception desk and sign a guest form upon arrival. Each guest entering the building will be asked to present a valid and current government issued photo I.D. and must leave their I.D. at the front desk while they are using the club. Any unregistered guests will be asked to leave the facility immediately. Guest passes are valid through the expiration date.

MEMBERSHIP CARDS and ACCESS

Each member's photo on file (electronic) is mandatory for identification and security reasons.

Member must provide an accurate and current primary physical address as well as an accurate and current email address. If the membership is a dual, each member must provide this information. Members are also requested to provide their birth date to be maintained in private member files.

A valid membership card must be presented upon each entry. If a membership card is lost, a \$5 replacement fee will be charged to the member's account.

Membership cards are non-transferable.

Any unauthorized use of a membership card by a person other than the Pura Vida Fitness and Spa member to whom the card is issued will result in termination of the membership. Please report all lost membership cards immediately to the membership department.

PARKING PROCEDURES AND FEES

Three hours of parking in the adjacent, attached garage will be extended for each visit to Pura Vida Fitness for those who request monthly parking with their membership. Members using the parking garage for any other activity must seek validation by another means. Infractions may result in loss of parking privileges.

Parking on the third floor of the parking structure is reserved exclusively for members and guests of Pura Vida Fitness only. Non-member spa clients and guests must park on the 2nd floor parking deck, NORTH.



Pura Vida Fitness and Spa will not be held responsible for any damages to vehicles or any items stolen from within vehicles. Members are asked to lock and store any valuables in locked compartments.

Members who pay for monthly parking must validate his or her parking ticket at the reception desk in order to receive parking time. Damaged tickets, lost tickets, or tickets deemed unreadable are the responsibility of the member/guest and not Pura Vida. Pura Vida does not reimburse lost ticket parking fees. All parking fees in question must be handled directly through the Republic Parking office.

A monthly fee of \$10 for a single membership (1 decal) and \$15 (2 decals) for a Dual Membership per month will be charged along with the monthly dues fee before the 5th of each month.

Vehicle make, model and license plate number must be submitted upon purchase of monthly parking request.

Parking decals must be placed on the rearview window or bumper of the vehicle. Decals must be removed upon resignation of membership and surrendered.

Monthly parking is limited and not guaranteed.

GRATUITIES and GIFT CARDS

Gratuities are an expression of satisfaction with service and are given at the member's discretion. All gratuities should be rendered via the member's house account at the time of service.

A SPAVital™ gift card is like "cash." No discounts may be applied towards the purchase of any type of gift card.

EMERGENCY PROCEDURES

Should an accident occur at Pura Vida Fitness and Spa, immediately report it to a staff member. The staff member will expedite emergency procedures at that time. Staff is not permitted to provide transportation to a member or guest who becomes injured while at Pura Vida Fitness and Spa. Pura Vida Fitness and Spa reserves the right to call emergency rescue services.



PERSONAL PROPERTY

Pura Vida Fitness and Spa will exercise reasonable diligence in protecting personal property of the members and guests but will not be held responsible for the disappearances, loss or theft of, or damage to said personal property. All personal property is the responsibility of the individual.

Keep lockers locked at all times with personal items secure or within sight.

Lost and found item inquiries should be made through the reception staff. Items turned in and not claimed after 30 days will be donated to local charities.

CELL PHONE and ELECTRONIC DEVICE USAGE

Your call may be important; for your privacy, please use the designated lobby area. Cell phone use is not permitted in public areas within the facility including fitness areas, group exercise studios, and locker rooms. To maintain a relaxing and quiet environment, cell phones, pagers, personal organizers and other electronic devices must be turned to vibrate before leaving the reception area and must remain turned off while in the spa. MP3 players with headphones are permitted in the club, but not the spa.

FITNESS AREA and GENERAL CLUB USAGE

Members and guests are welcomed and recommended to arrange an appointment with a trainer before entering the fitness area for the first time.

Our fitness concierge is happy to help should you require assistance – please ask.

With the exception of properly bottled water, no food or beverages are allowed.

Smoking and alcohol consumption are not permitted within Pura Vida Fitness and Spa. Consumption of alcohol is not recommended before exercise or spa services. Pura Vida Fitness and Spa reserves the right to refuse entry and service to anyone displaying signs of alcohol consumption or drug/other substance abuse.



Youth under the age of 18 are not permitted to use Pura Vida Fitness as it is an adult-only facility. Pura Vida reserves the right to check all ID's to confirm age as this is an adult-only facility. If no ID is available, the member or guest will be requested to depart.

As a courtesy, we request proper care of the machines after exercise, including use of a sport towel or provided cleaning materials to wipe down equipment after use.

Please return all equipment to the proper station upon completion of exercise.

Please allow other members and guests to "work in."

Members and guests are asked to limit cardiovascular workouts to thirty minutes if others are waiting.

All personal training and instruction is to be given by Pura Vida personal training staff only.

Personal equipment and belongings are to be kept in secured lockers (i.e. gym bags, athletic equipment, purses, etc.).

Weight room equipment is only to be used in the weight room.

When lifting heavy weights, the use of a "spotter" is recommended.

Use of chalk is not allowed.

Any abuse of equipment will result in the termination of membership.

GROUP EXERCISE CLASSES, WORKSHOPS, CLINICS, SEMINARS and STUDIO USAGE

Classes will be offered per the printed schedule and class descriptions; this information will also be available on the Pura Vida Fitness and Spa website.

Pura Vida Fitness and Spa reserves the right to change the exercise class schedule(s) at any time. This includes the addition or deletion of classes as well as changes in instructors, class times, and length of



classes. Additionally, Pura Vida Fitness and Spa may occasionally cancel classes to free the studio space for a special class, workshop, clinic or other hosted event.

Class instructors are happy to help should you require assistance; please ask.

With the exception of properly bottled water, no food or beverages are allowed.

Members are asked to refrain from entering a studio before the current class is completed.

Conversation must be kept to a minimum.

Appropriate footwear must be worn in designated areas.

Reserving a place in a class for someone who is not present is not permitted.

Studio sound system equipment is for Pura Vida staff use only.

Studio equipment is not to be removed.

We request that members do not wear perfume or cologne during group activities.

Pura Vida Fitness and Spa reserves the right to change studio policies whenever necessary.

LOCKER ROOMS

Towels, toiletries, day lockers, showers, hairdryers, periodicals, and fruit are provided complimentary for members' and guests' enjoyment and convenience while using Pura Vida Fitness and Spa.

Housekeeping and Member Services associates are happy to help should you require assistance – please ask.

Members and guests are invited to relax in the locker room lounge.

Members and guests are asked to return towels and waste to the proper receptacles.



Day lockers are available in all locker rooms. Pura Vida Fitness and Spa will not be held responsible for items lost, stolen, or damaged. Members are encouraged to lock day lockers at all times.

Lockers are for day use only. Any items left overnight will be sent to lost and found. Any items turned in to lost and found and not claimed after 30 days will be donated to local charities.

Convenience lockers are available for valuables; however, Pura Vida Fitness and Spa strongly encourages members and guests to leave all valuables at home or in another secure place other than the Pura Vida premises.

Members interested in renting a kit locker and/or laundry service for workout clothing may make arrangements for this service via the Member Services staff. A waitlist may apply.

WHIRLPOOL and STEAM GUIDELINES

No shaving or personal products will be permitted in steam room or whirlpool.

Members are asked to shower prior to entering the whirlpool.

Please exercise caution and enter at one's own risk (after consulting one's physician) when using these areas after vigorous exercise or if a contraindicated condition exists (i.e. high blood pressure, certain medications or allergies, etc.).

Management reserves the right to service all equipment as expediently as possible & apologizes for any inconvenience.

USE OF PHOTOGRAPHY

The use of cameras is strictly prohibited in all areas of Pura Vida Fitness and Spa without prior written consent from Pura Vida management. Posting photos without credit on social media is not permitted.



PROMOTION

It is understood that it is in the best interest of Pura Vida Fitness and Spa and its members to advertise and promote the activities of the club. All members, therefore, authorize the use of any pictures of members taken on the premises by Pura Vida Fitness and Spa to be used in advertising and promotion. Pura Vida Fitness and Spa reserves the right to determine which businesses/affiliations may advertise within the club and spa.

APPOINTMENT CANCELLATIONS

Kindly be advised that Pura Vida Fitness and Spa will assess a charge for any program, services, or reservation cancelled less than 24 hours in advance.

DRESS CODE

Proper exercise attire is required for members and guests using Pura Vida Fitness and Spa. A shirt must be worn in public areas.

Appropriate footwear must be worn at all times. Sandals and bare feet are not permitted on the fitness floor.

Street clothes will not be permitted in the fitness areas. No torn, ragged, or cut-off clothing is permitted.

HOURS, HOLIDAYS, and FACILITY

Pura Vida Fitness and Spa is open according to the following schedule:

Monday – Thursday	5:00am - 9:00pm
Friday	5:00am – 7:00pm
Saturday	6:00am - 6:00pm
Sunday	6:00am - 6:30pm

SPAVital™, the day spa at Pura Vida, is open according to the following schedule:

Monday - Thursday	9:00am – 7:00pm
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Friday – Sunday 9:00am – 6:00pm

Pura Vida Fitness and Spa may close early or open later on certain holidays during the year, or seasonally as deemed necessary. Please visit the official website of Pura Vida Fitness and Spa, www.puravidclub.com for updated information regarding holiday hours, delayed opening times, and early closures.

Snow Policy

Pura Vida and SPAVital™ Spa policy will reflect normal business hours as posted at the club and on the website, seven days a week. Should there be a storm that closes roads and makes getting to the club dangerous to our staff and to you as a member, email notification will be sent, as well as Twitter and social media updates. Updates will also be posted on the home page of our website. Our Member Services desk can update you as well, if you decide to call in for information at 303.321.7872.

Pura Vida Fitness and Spa reserves the right to change or make improvements, maintenance or repairs, to its facilities and services from time to time. Members acknowledge that such improvements may hinder use of a particular space within the club for a period of time. The obligation of membership and to pay dues is not dependent upon the availability of all Pura Vida Fitness and Spa's designated facilities. Construction, repair and/or maintenance of some facilities, and/or other occurrences may make it necessary for Pura Vida Fitness and Spa to restrict use of one or more of the facilities or to temporarily close or move Pura Vida Fitness and Spa. Dues will not be reduced or suspended during these occurrences and if an occurrence warrants such action, membership may be converted to a new location at the sole discretion of Pura Vida Fitness and Spa management without the necessity of giving notice to any member, person or entity.

Pura Vida Fitness and Spa reserves the right to use its facilities for special events.



SPAVITAL™ SPA USAGE

Club members will receive preferred pricing in the spa.

Advance bookings for SPAVital™ services are highly recommended to avoid disappointment. Bookings and purchases are subject to SPAVitals' cancellation, no-show and terms of purchase policies.

If a member or guest experiences high blood pressure, heart condition, allergies or any other medical complications, Pura Vida Fitness and Spa suggests consultation with one's physician before booking spa services at SPAVital.

Smoking is not permitted in the spa. Consumption of alcohol is not recommended before spa services. SPAVital™ reserves the right to refuse entry and service to anyone displaying signs of alcohol consumption or drug/other substance abuse.

Children under the age of 18 are only permitted in the spa with adult supervision/permission as we are an adult-only facility.

The spa does not take responsibility for loss or damage to any personal or valuable items; it is recommended you do not bring jewelry, mobile phones, pagers and other such items into the spa.

The appropriate dress code is neat, casual and comfortable clothing.

Please arrive at least 15 minutes prior to scheduled service time to check in and prepare. Appointment times will be reduced in the event of late arrival; however, the full service price will be charged.

It is recommended gentlemen shave about three hours prior to enjoying a facial service.

We kindly ask that members and guests complete a guest intake profile to enable the spa service provider to identify any potential contraindications and customize the spa service to the individual's requirements. Information provided will be kept confidential in accordance with our strict privacy policy.



To maintain a relaxing and quiet environment, mobile phones, pagers, personal organizers and other electronic devices must be turned off before leaving the reception area and must remain turned off while in the spa.

We kindly request that members and guests respect others' spa experiences by moving quietly around the spa and using lowered speaking volumes. A guest or member may be asked to leave if his or her behavior negatively impacts the experience of others within the spa.

Robes, slippers, disposable underwear, towels, toiletries, lockers, showers, hairdryers, refreshments and seasonal snacks are provided complimentary for your convenience.

We request that members and guests shower prior to spa services.

Any jewelry worn into the spa must be removed prior to services rendered. We recommend that all jewelry is kept secure in a locker throughout one's spa visit or preferably to be left at home or secured in your vehicle.

You may prefer to remove hearing aids, eye glasses or contact lenses for greater comfort during spa services; however, for safety, please do so once settled in the appropriate treatment room space, immediately prior to the service.

Service providers are happy to help should you require assistance – please ask.

Please inform your service provider at any time during the service if you would prefer a change in pressure, temperature, lighting or other factor to maximize your comfort and satisfaction.

Members and guests are invited to enjoy time and refreshments in the relaxation room after services.

Entry to SPAVital™ is at one's own risk and although policies and procedures are implemented to maximize safety, Pura Vida Fitness and (Vital) Spa, its employees and representatives will not be held liable or accountable for any incident experienced by any person entering the premises and/or undergoing spa services.