



RESORT RULES AND REGULATIONS

To our Owners and Guests,

We would like to Welcome you to Welk Resorts – a place where families like yours can create unforgettable vacations – and memories that last a lifetime.

Welk Resorts offers an all-inclusive vacation experience, with fine dining (most resorts), recreation, amenities and services to delight everyone in your family. So please be our guest – indulge your senses.

Our staff considers it to be our time-honored tradition to ensure that each of our guests is treated like family.

So, from our family to yours, *Welkome Home to Welk Resorts!*

RESORT RULES

By making a reservation, checking-in, and/or visiting any Welk or Welk-managed property (“Welk Resorts” or the “Resort”) in any way, you agree to be bound by all rules, regulations, terms and provisions included in this document (“Resort Rules”). The Resort Rules apply to all Welk Resort locations, including (without limitation):

- Welk Resorts San Diego
- Welk Resorts Desert Oasis
- Welk Resorts Northstar Lodge
- Welk Resorts One Village Place
- Welk Resorts Breckenridge (The Ranahan)
- Welk Resorts Branson (The Lodges at Timber Ridge and the Branson Hotel)
- Welk Resorts Santa Fe (El Corazon)
- Welk Resorts Cabo San Lucas (Sirena Del Mar)

Resort Rules (rules) shall be made available in printed format at each resort, and are also available online at www.welkresorts.com/ResortRules. Failure to comply with these Resort Rules may result in a termination of your stay and/or removal from the property. Welk Resorts holds its owners and guests in high regard, and reserves the right to refuse service to anyone who does not abide by these Resort Rules and/or who unreasonably impairs the safety or enjoyment of other owners and guests. Not all amenities are available in all locations.

CHECK-IN & CHECK-OUT TIMES & PROCEDURES

Check-In Time is after 4:00 p.m.

Check-Out Time is before 10:00 a.m.

Upon check-in, you will need to show proof of identification, sign a registration card and provide a credit card on which a pre-authorized daily amount will be held for incidentals. You will receive key cards to your assigned villa and a parking pass. You will also receive Resort information and an Activities Guide.

You may check out at the Front Desk or via Express Check Out or by calling the Front Desk and advising of your departure. Unfortunately, due to high occupancy, we are not able to accommodate any requests for a late check-out. Late check-outs may be billed an hourly rate. Guests checking out after 2:00 p.m. will be charged the current daily rental rate, plus an additional fee to be determined by the Resort. For those who check-out but wish to

remain and use the facilities, the Front Desk will be happy to assist by placing your luggage in storage on the day of your departure.

ACCESSIBLE EQUIPMENT

Accessible equipment is available upon request. Please call the Front Desk or Guest Services for assistance with your needs.

BELL SERVICE

Some locations may have Bell Staff, who are available to help you with your luggage needs.

CONCIERGE

Contact the Concierge Desk for maps, transportation or other information on travel in and out of Welk Resorts.

CELL PHONES

Cell phones are a tremendous convenience and sometimes a necessity. We ask that you respect the privacy of others and minimize cell phone usage at the pool and in the recreation centers, on your patio, in the restaurant, owners lounge or any other common areas. Please be aware that in some of our mountainous environments this service varies throughout the property.

FITNESS CENTER

Most Welk Resort locations offer a Fitness Center and are equipped with a complete selection of aerobic and resistance equipment. For their safety, children under the age of 18 are not allowed in the fitness center. Proper attire is required — shoes and shirt must be worn. Check with the Front Desk for hours of operation, as times may change based on location and season.

GUEST SERVICE

We have made every effort to anticipate your needs and equip your Villa with everything to replicate your home environment. This includes linens, housewares and kitchen items. If you find there is something additional you need — from wine glasses to baking pans — please call our Front Desk or Guest Services for prompt service.

HOT TUBS

The perfect way to relax and wind down. Please observe the rules posted on the signage by the hot tubs. Glass of any kind is strictly prohibited. Hot tubs can reach a very high temperature; it is recommended that small children do not use the hot tubs or spas. Some locations offer “adult-only” locations. Usage is at your own risk.

IN-ROOM SAFE

Most locations offer an in-room safe. Please check with the Front Desk for any additional information. The Resort is not responsible for unattended items left in your Villa.

INTERNET SERVICES

Welk Resorts is pleased to offer complimentary wireless services throughout the Resort. Simply access wireless service through the Internet browser of your computer, view and connect to our Resort WIFI. For assistance, please contact the Front Desk or Guest Services. Due to the surrounding environment of some of our resorts, WIFI services may vary throughout the property.

LAUNDRY

Most of our Villas are equipped with washers and dryers and a small supply of laundry detergent. Additional laundry detergent is available for purchase. If your Villa is not equipped with a washer and dryer, there will be a Laundry Room available for use with a fee.

LOST AND FOUND

Please contact the Housekeeping Department, Resort Safety, or the Front Desk with all inquiries for lost items. Welk Resorts is not responsible for items lost or left behind in or at the Resort property or your Villa.

MAXIMUM OCCUPANCY

The maximum allowable occupancy is based on Villa size.

| Villa Type: | <u>Number of Bedrooms</u> | <u>Permitted Occupancy</u> |
|-------------|---------------------------|------------------------------|
| | Studio | 2 |
| | 1 BD | 4 |
| | 2 BD Standard | 6-8 (depending on location) |
| | 2 BD Lock-off | 8 |
| | 3 BD Standard | 8-10 (depending on location) |
| | 5 BD Lock-Off | 16 |

NOISE AND CONDUCT

To ensure a memorable vacation for all of our guests, we ask that you be respectful of others visiting the Resort. Please refrain from any type of loud stereos, speakers, or music around the restaurant, pool, pool decks, or in the public areas. We ask that you honor our "Quiet Hours" between 11:00 p.m. and 7:00 a.m. Some locations may begin their quiet hour at 10:00 p.m. Guests are responsible for the behavior of their children and should ensure that they are not disturbing other guests or causing harm or damage. Children under the age of 14 must always be accompanied by an adult. Please refrain from wearing swimsuits in the main lobby.

OWNER'S LOUNGE

Open to all owners, our Owner's Lounge provides a respite from the day's activities to relax, read a book or curl up in front of a movie. Check with the Front Desk for hours of operation, as times may change based on location and season.

PARKING

Parking is free for our Resort guests at most locations, and you will be issued a parking pass upon check-in. All RVs, large trucks, trucks with large trailers, boats, etc. must be parked in an off-site designated area. Animals are not allowed to be left inside any vehicles while on Welk Resorts property. For security purposes, please remove all valuables from your vehicles and close and lock all windows and doors. Welk Resorts is not responsible for damaged or stolen property. For more detailed information, please contact the Front Desk.

POOL TOWELS

In-season pool towels are provided at the pool deck. Some locations may provide pool towels in your Villa.

PUBLIC COMPUTERS

You will find public computers located on site at most Welk Resorts locations. Children under the age of sixteen are not permitted to use the computer unless accompanied by an adult. We ask that you be respectful of others and refrain from playing games or viewing inappropriate websites.

RECREATION CENTERS

Vacations are made to do everything you want, nothing at all, or anywhere in between. This is why when you are a guest at the Resort, you will find recreation center(s) bustling with lots of activities, crafts, games and entertainment. Please note that all guests under the age of 14 must be accompanied by an adult 21 years or older when using any recreation facility, unless participating in a scheduled activity that does not require accompaniment. Please check your Activities Guide for a detailed list of daily activities and events at the Resort. Some locations may have shuttle options. Use of shuttles is at your own risk. Most activities require a signed waiver to participate.

SWIMMING POOLS

Most Welk Resorts locations offer swimming pools, each with their own unique style, some with water slides and splash pads. Please be aware that there is no lifeguard on duty at any time and use of these facilities is at your own risk. Glass is strictly prohibited. Children under the age of 14 must be accompanied by an adult 21 years of

age or older when using any pool, recreation facility or amenity. Water slides have a strict height requirement of 42" for the safety of your children and those around you. Children under the age of 2 ½ or those who are not potty trained must wear swim diapers. Swim diapers are available for purchase. Failure to follow this very important policy will lead to a shutdown of the pool and an inconvenience to all guests. Water wings, flotation noodles, and other small flotation aids are permitted provided they are used properly and do not interfere with other guests' use of the facilities. We ask that you refrain from using rafts, inner tubes, pool toys or any other large flotation devices. Some resort locations offer poolside food and beverage for purchase. Some pool locations do not allow food and beverages of any kind. Please check with the Front Desk for amenities and hours of operation as they may vary by location and season. As Welk Resorts are all family oriented, we ask that you dress respectfully of others while in the pool and common areas.

TELEPHONES

All resorts offer in-villa telephones. Villa to Villa calls are at no charge. Some local and all long-distance calls will be billed at our normal rate. Please check the menu option on your phone for additional information. Touch "0" for emergency assistance from Resort personnel.

ONSITE SHOPPING, DINING AND ACTIVITIES

Each resort offers unique shopping, dining and activities that are branded to that resort, including Escape Rooms, Golf and Theatre. Please go to our website, WelkResorts.com and click on your destination resort for details. You will receive Resort information and an Activities Guide upon check-in.

IN-VILLA INFORMATION

All Villas are equipped with a small complimentary supply of coffee and tea as well as bathroom supplies of soap, shampoo, conditioner and lotion. Additional supplies may be available for purchase.

DO NOT DISTURB

Should you wish to ensure privacy, please place the "Do Not Disturb" sign on your Villa outer door handle. In some locations, you may contact the Front Desk to request blocking of telephone calls. Please note that Housekeeping will assume that you do not want service if the "Do Not Disturb" sign is left on the outside of your door throughout the day.

HOUSEKEEPING SERVICES

If you are making Welk Resorts your home for the week, our Housekeeping staff will service your room on a mid-week basis. We will provide fresh towels, a light cleaning and vacuuming. If you plan to spend an additional week with us, we will change your linens and perform a full cleaning service. If you would like additional service, please contact Housekeeping to inquire about rates.

FIREPLACES

Some Villas are equipped with a fireplace for your enjoyment. Please remember to turn off your fireplace when you retire for the evening or when you leave your Villa. The switch to the fireplace is located on the wall. Please contact the Front Desk or Guest Services for assistance.

PETS

For the comfort and safety of all our guests, Welk Resorts has a strict "no pets" policy. Pets are not permitted on the property with the exception of service animals only. Guests will be responsible for a minimum cleaning fee of \$400 upon infraction of this policy. Any additional damages by pets to your villa will incur appropriate additional charges, at the sole discretion of the Resort.

SMOKING

To maintain the beauty of our surroundings and the health of our guests, smoking is prohibited inside the Villa, on the patio/balcony, and at all Recreation Centers and pool areas. This prohibition includes (without limitation) cigarettes, cigars, vape products, and any illicit substances. Please respect the other owners and guests and refrain from smoking in common areas, with the exception of those marked as designated smoking only. Please inquire with Resort Management for designated outdoor smoking areas. A fee of \$500 will be assessed, at the

sole discretion of the Resort, if signs of smoking are detected in your Villa, and continued violations may result in eviction from the Resort with no refund.

TRASH/REFUSE PICK UP

We ask that you utilize the trash containers in your Villa and do not leave any trash outside your front door, on your patio/balcony, or on the surrounding property. Trash is emptied during your housekeeping service. If you find that you need additional trash removal, please contact the Front Desk or Guest Services for assistance, or utilize the trash bins placed throughout the property.

SAFETY AND SECURITY

If at any time during your stay you notice anything of a suspicious or alarming nature, or have need of any special assistance, please dial "0" for the Resort Operator, or call the Front Desk.

FIREARMS

Firearms and/or weapons of any kind are strictly prohibited at all Welk Resorts property, parking lots, and Villas.

ADMITTANCE

Never admit maintenance staff or strangers into your Villa without checking with management. All resort employees should identify themselves at the door and be wearing a proper uniform. Please dial "0" for the Resort Operator if you are unsure. Never admit persons with unsolicited deliveries. If Maintenance requires access to your Villa for repairs, you will be contacted by the Front Desk. Please feel free to call back to confirm this request.

EMERGENCY ACCESS TO VILLAS

Manager and Safety Staff have a passkey to all Villas. In case of any emergency, they may enter your Villa to help resolve your emergency. They will notify you when this occurs. From time to time, the Management may notice a maintenance and/or safety issue that needs to be addressed. The Resort staff will try to coordinate with you the best time to provide this service but may enter the Villa during your absence to complete work. If the Resort staff enters your Villa in your absence, we shall notify you of the reason.

DAMAGES & LOSSES

Any damage or loss to your Villa or any of its contents should be reported to the Front Desk as soon as possible after you check-in. You may be charged for damage or loss to your Villa or its contents which is not reported promptly after check-in or which the Resort determines was caused by you or your guests.

UNIT DOORS AND WINDOWS

Your Villa door is equipped with a double-locking system. Lock your door from the inside while occupying your Villa. For additional security, use the safety latch. Be sure your Villa is locked, and secure openings to balconies and windows before retiring or leaving. Please keep your thermostat set between 68 and 72 degrees.

PERSONAL ITEMS & STORAGE

No lobbies, stairways, sidewalks, driveways, or other common areas of the Resort shall be used for the storage of any personal property without the prior written consent of the Resort Management. All damage to the Resort caused by moving articles in or out of your Villa, shall be repaired at the expense of the Owner or guest moving such articles. Welk Resorts is not responsible for personal property lost, stolen or damaged at the Resort.

INFORMATION PRIVACY

Because we consider the privacy and confidentiality of your information to be of utmost importance, we properly secure your information. If you have any questions, please contact the Front Desk.

ROOM KEY

Safeguard your Villa key as you would your residence key by keeping it with you. In the chance that you misplace your Villa key or if you find it is missing; please report it to the Front Desk immediately. Keep your key card away from credit cards, cell phones and magnetic items as this may deactivate the memory strip. Deposit your Villa key at the Front Desk or in the Express Check-out box when checking out. Please do not leave your key in the Villa. Welk Resorts does NOT store any personal information on our Villa keys.

SAFETY IN PUBLIC AREAS

For your safety, we ask that you be familiar and observe all the rules around the recreation center, swimming pool, hot tubs, fitness center, and in the common areas. There is no lifeguard on duty at any time by the pool or hot tubs. Hot tubs can reach very high temperatures and are not recommended for use by small children. Use of Resort amenities is at your own risk. If you are unfamiliar with local areas you would like to visit, our Concierge or Front Desk staff will be more than happy to assist you with questions regarding safety issues in each location.

EMERGENCY

In the event of an emergency, dial "0" for the Resort Operator. You may also contact emergency services by dialing 911. Fire extinguishers can be found outside the Villa, or in some locations under the kitchen sink.

IF YOU DISCOVER FIRE OR SMOKE IN YOUR VILLA:

- Call the Fire Department (911) and give them your location
- Call Resort Operator, ext. "0" with your name and Villa number
- Follow the instructions on the back of your Villa door regarding the closest fire exit
- Test your door for heat and exit the Villa if safe, closing the door behind you
- Alert others in the area
- Walk to the nearest exit
- If smoke is present stay low

IF YOU ARE ORDERED TO EVACUATE YOUR VILLA AND THE **DOOR IS NOT HOT**:

- EXIT WITH CAUTION: Feel the door. If the door is NOT HOT, open it slightly and look in both directions for the nearest safe exit
- Take your Villa key if available, exit the room and close the door behind you
- Walk to the nearest stairway and exit the building, DO NOT RUN

IF YOU ARE ORDERED TO EVACUATE YOUR Villa AND **THE DOOR IS HOT**:

- DO NOT OPEN THE DOOR
- Call the Fire Department (911) and give them your location, including your Villa number
- Call Resort Operator with your name and Villa number
- Turn off air conditioner or heat
- Stuff wet towels or clothes under the door and in air vents to keep out smoke and fumes
- Stay low to the ground in the event that there is smoke or fumes
- Remain calm and wait for further instructions
- If you cannot exit, your Villa is the safest place to be

ASSUMPTION OF RISK, INDEMNIFICATION AND WAIVER OF LIABILITY

By making a reservation, checking-in, visiting, entering, using and/or staying ("Attendance") at Welk Resorts, you hereby agree to assume all risks arising out of or associated with your Attendance, and agree to release, indemnify, defend, hold harmless and discharge Welk Resort Group, Inc., the vacation owners association, the Resort, and each of their respective affiliates, parent companies, subsidiaries, officers, directors, employees, agents, volunteers, participants, and all other persons or entities acting in concert with or in any capacity on their behalf (together "Welk"), of any and all liability, on behalf of yourself, your children, parents, guests, invitees, heirs, assigns, agents, personal representatives and estate with respect to any and all Welk Activities.

By your Attendance you represent and warrant that you have expressly notified your guests and invitees about the Resort Rules and have provided them with a copy of the Resort Rules. You further represent and warrant that by their Attendance at the resort your guests and invitees are expressly indicating that they have read, understood and accepted the Resort Rules.

"Activities" or "Activity" are defined as any recreational or resort-related program of any kind conducted, sponsored, requested or permitted by Welk, whether taking place at Welk Resorts or not, whether it involves using Welk properties or not, or where equipment for those events is placed or in use, including but not limited

to any adventure, endeavor, entertainment, game, sales and/or resort tour, event, project, session, workout, clinic, experience, contest, tournament, equipment rental, walk, hike, bike ride, meal, sports event, shuttle ride, golf cart ride, use of pools, whirlpools, saunas, gyms, shows, dining, food and beverage event, Inspired For You programs or resources, farmers market, as well as the check-in, visit, room usage, and/or stay at or usage of the Resort in any manner.

Participation in Activities, or allowing your family, guests and invitees to participate in such Activities, can be dangerous and may entail risks that could result in physical or emotional injury, illness, death, disability, harm, loss, and/or damage to you, to property, or to third parties. These risks may include (without limitation) slippery surfaces, wild animals, insects, global pandemics, contagions, natural disasters, negligent acts, omissions, physically demanding actions, product defects, acts of God, and all other risks and dangers, whether known, unknown and/or reasonably foreseeable or not.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Welk has put in place preventative measures to reduce the spread of COVID-19 and reduce the risks associated with Activities; however, Welk cannot guarantee that you, your child(ren), guests and/or invitees will not become infected with COVID-19. Further, your Attendance and/or participation in Activities could increase the risk of contracting COVID-19 or other contagions.

Your Attendance at Welk Resorts hereby acknowledges the following:

- Such risks cannot be eliminated without jeopardizing the essential and/or fundamental qualities of the resort and/or Activity. You hereby assume those risks completely, and unequivocally release Welk of any and all liability resulting from those risks to you, your family, guests or invitees. You understand and agree that you are relinquishing certain legal rights. Furthermore, you understand that Welk seeks safety, but it is not able to independently determine a participant's fitness, health, or abilities and that it may give inadequate warnings or instructions, and that other people with known or unknown health conditions may come into close contact with you. You understand and agree that any equipment being used might be defective and/or malfunction. All such liabilities relating to Welk are hereby waived by you.
- You understand the nature of physical performance, and that you are in good health and in proper physical condition to participate in such Activity, and that you will notify the instructor and/or representative of any preexisting conditions you may have prior to beginning any Activity. You agree that if at any time you believe conditions to be unsafe, you will immediately discontinue further participation in the Activity. You have an obligation and responsibility to yourself and others to conduct yourself in a safe and reasonable manner and agree to abide by all applicable rules and standards of the Activity and to abide by all policies and practices while performing such Activity. You agree that you will not visit, participate, or take part in any Activity while suffering from or experiencing any sickness, illness or injury that might impair you or affect another person, and you agree to discontinue any participation if you feel pain or are not feeling well. You understand and agree that you will not take part in any Activity while under the influence of drugs, alcohol, or prescription medication.
- You agree to accept and assume all of the risks existing in your Attendance and/or participation in any Activity. Your Attendance and/or participation in any Activity is purely voluntary, and you elect to participate in spite of any known or unknown risks. You voluntarily agree to assume all of the risks and accept sole responsibility for any injury to yourself, your children, your guests and/or invitees including (without limitation) personal injury, disability, and death, illness, damage, loss, claim, liability, or expenses, of any kind, that you and/or they may experience or incur in connection with Attendance at Welk or participation in any Activity. Furthermore, you agree to ensure that your family, children, guests and/or invitees do not participate in any Activities unless they are under the same limitations, risks, waivers, obligations, indemnifications and warnings described herein.

- This indemnification language is intended to be as broad and comprehensive as possible, and shall cover any and all disputes against Welk. You hereby voluntarily release, forever discharge, and agree to indemnify, defend and hold harmless Welk from any and all claims, suits, demands, or causes of action, known or unknown, which are in any way connected with your Attendance, visit at Welk Resorts, breach of the Resort Rules, participation in any Activities, or your use/enjoyment of Welk's properties, equipment or facilities, including any claims which allege negligent acts or omissions by Welk. You understand and agree that you will also indemnify Welk for any damage, injury, or Claim, as described herein, caused by you, your family, children, guests and/or invitees, whether to themselves or to a third-party.
- Should Welk or anyone acting on its behalf be required to incur costs, fees or expenses, including (without limitation) attorney's fees and expert witness fees arising out of or relating to enforcing this provision or the Resort Rules, you agree to indemnify, defend and hold Welk harmless for all such fees and costs. You certify that you have adequate insurance to cover any injury or damage you may cause or suffer while participating, or else you agree to bear any and all costs of such injury or damage yourself, and/or on behalf of your family, children, guests and/or invitees. You further certify that you are willing to assume the risk of any medical or physical condition you may have, whether known or unknown.

DISPUTE RESOLUTION

Resolving customer concerns where reasonably possible to do so is important to us. If you have a concern that has not been resolved, you may contact the Welk Resolution Center at (760) 650-4358. If we cannot agree on a resolution, then any dispute must be resolved as set forth herein.

BY MAKING A RESERVATION, CHECKING-IN, ATTENDANCE, AND/OR VISITING ANY WELK RESORT OR THE PROPERTY, YOU AGREE THAT ANY DISPUTE, CLAIM, SUIT, DEMAND OR CONTROVERSY ARISING OUT OF OR RELATING TO YOUR STAY OR VISITATION AT THE RESORT IN ANY WAY, AS WELL AS THE INTERPRETATION, SCOPE OR APPLICABILITY OF THIS PARAGRAPH, (a "Dispute"), SHALL BE DETERMINED EXCLUSIVELY AND FINALLY BY ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT ("FAA"). YOU AND WELK (the "PARTIES") AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL AND ANY RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION. THE PARTIES WAIVE ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. The Parties agree that this Agreement shall in all respects be construed, interpreted, and enforced in accordance with the laws of the State of California. Any dispute or controversy arising out of or relating to this Agreement or the Activities described herein, including scope and arbitrability, shall be determined exclusively and finally by arbitration. In the event of a conflict between California law and the FAA, the FAA will govern. The Parties agree the exclusive forum for resolving a Dispute shall be arbitration administered by Judicate West or, if unavailable, by Judicial Arbitration and Mediation Service pursuant to applicable Streamlined Rules & Procedures. Venue shall be exclusively in San Diego County, California. Arbitration may be conducted online, by phone, by the papers, or in person. In the event of a conflict between the arbitration rules and this clause, this clause shall govern. The arbitration shall not be consolidated with any other arbitration. The arbitrator shall apply and follow governing substantive law in making an award. Information about arbitration may be obtained at <https://www.judicatemw.com/>. The Parties retain the right to file a small claims court action, unless arbitration has already been initiated. The Parties agree this transaction unequivocally involves interstate commerce in order to ensure the applicability of the FAA.