

SPORTIME Randall's Island One Randall's Island, New York, NY 10035 TEL: 212-427-6150 www.SportimeNY.com/NYC

SEASONAL COURT TIME PLAYER AGREEMENT

2023-2024 Program Application

□ MEMBER (CIRCLE ONE: BRONZE PLATINUM PLUS) □ ASSOCIATE

34 WEEK SESSION: Monday September 11, 2023 - Sunday, May 7, 2024 Monday: September 11, 2023 - April 29, 2024 🛛 Wednesday: September 13, 2023 - May 1, 2024 Friday: September 15, 2023 - May 3, 2024 п Saturday: September 16 2023 - May 4, 2024 □ Tuesday: September 12, 2023 - April 30, 2024 □ Thursday: September 14, 2023 - May 2, 2024 Sunday: September 18, 2022 - May 7, 2024 PLAYER INFORMATION PLAYER: FIRST NAME LAST NAME DATE OF BIRTH GENDER □ FEMALE □ MALE □ NON- BINARY PLAYER EMAIL ADDRESS (IF PLAYER IS OVER 13) PLAYER MOBILE NUMBER (IF OVER 13) STREET ADDRESS ADDRESS 2 CITY STATE ZIP PARENT/GUARDIAN: FIRST NAME LAST NAME EMAIL ADDRESS (REQUIRED) MOBILE PHONE HOME PHONE BUSINESS PHONE HOW DO YOU PREFER TO BE CONTACTED: □ PHONE □ EMAIL □ TEXT □ MAIL Seasonal Court Schedule Seasonal Court 1 Court Captain Full Name Court Day and Time Seasonal Court 2 **Court Captain Full Name** Court Day and Time Payment Information Please select your payment method: □ CREDIT CARD □ I authorize SPORTIME to bill my credit card on file. \square Please use this card: \square MC \square VISA \square AMEX \square DISCOVER CARD NUMBER EXPIRATION Select to make this your guaranteed form of payment on file. □ CHECK OR CASH IF CHECK, NO. AMOUNT You must have a credit card on file if you are not paying the full amount. □ CHECK □ CASH Payment Plan Please choose one of the options below: CHECK HERE TO CHOOSE SPORTIME'S EASY PAYMENT PLAN The SPORTIME Easy Payment Plan (EPP) requires a 40% non-refundable deposit to reserve a space in any program 34 weekly sessions. The remaining balance drafted from a member's valid credit card or bank account in three equal installments on October 1. November 1 and December 1. EPP participants MUST enroll in Full Auto Pay, thereby authorizing SPORTIME to draft all club charges due on a monthly basis, including membership dues, pro shop charges and per diem court time, from such credit card or bank account. Once enrolled in Full Auto Pay, any additional programs or series lessons that a member chooses to charge to his/her SPORTIME member account will be billed and drafted using the EPP schedule . OR CHECK HERE TO CHOOSE PAYMENT IN FULL BY FIRST DAY OF PLAY | understand that if I do not choose the EPP described above, I must remit a 40% non-refundable deposit along with this application to confirm registration, and that the remaining balance must be paid in full by the first day of play. □ CHECK HERE IF PAYING THROUGH COURT CAPTAIN'S ACCOUNT Liability Waiver, Assumption of Risk and Release and Other Terms By signing below, the Captain/Responsible Party ("C/RP"), on behalf of C/RP, and/or on behalf of C/RP's minor child(ren) as parent or guardian, if applicable, understands, acknowledges and agrees to any and all of the terms set forth in this Contract, including, but not limited to, the following: 1. I hereby agree to abide by all rules and regulations of SPORTIME (the "Club") which now exist or which may be hereafter adopted or amended by the Club. 2. I and/or my minor child(ren), and each seasonal court player, must affiliate with the Club as a Member or as an Associate/Non-Member by completing and signing the appropriate documents and, if membership is chosen, by arranging to pay the applicable dues. Only SPORTIME Members may participate in seasonal court lessons. I understand and agree that I am responsible for the full cost of the seasonal court(s) and/or seasonal lesson(s). 3. I understand that each seasonal court player, other than myself and/or my minor child(ren), must complete and sign the separate Seasonal Court Player Agreement, and that it is my responsibility to ensure that each player does so. Any player who does not do so, may not play. 4. If my account is not paid as required, I consent that SPORTIME may charge my credit card/bank account on file for the full amount past due plus applicable late fees 5. If my seasonal court group has both Member and Non-Member participants, I understand that I will be charged at the applicable preferred Member rate for each Member participant's share of the court and at the Non-Member rate for each Non-Member participant's share of the court. I agree that as a condition of having received a preferred Member rate for any Member's share of my seasonal court time, including my own, if applicable, that I/such Member must maintain my/Member's membership, and/or that of my minor child(ren) if applicable, in good standing for the duration of the seasonal Contract. 6. Club Members may always fill-in seasonal games at no cost. Non-Members may fill-in seasonal games, but must pay the prevailing Seasonal Court Guest Fee each time they do so. Only Members may fill-in seasonal court lessons. 7. Adjustments to the seasonal court and lesson schedule and all court assignments are at the Club's sole discretion. 8. When the Club is responsible for lost playing time by reason of emergency or unexpected conditions, make-up time will be scheduled. Seasonal courts and lessons must be canceled no less than 48 hours in advance in order to be eligible for make-up court time or lessons. Seasonal courts and lessons canceled less than 48 hours in advance, and other unused seasonal court time and lessons, cannot be made-up, and no refunds will be given for withdrawals of absences after the season begins. All make-up time, regardless of the circumstances, will be scheduled based on court availability. If a make-up is scheduled at a time when court or lesson pricing is different from that of the regularly scheduled seasonal court, NO pricing reductions will be made. All make-up time must be completed by no later than August 31st of the Seasonal Schedule year reflected on the reverse side. 9. The use of courts beyond assigned times will be subject to charge 10. The Club reserves the right to terminate this Contract at any time in its sole discretion, and the Club's sole liability shall be to refund any amounts previously paid, on a pro-rata basis, No refunds shall be given except as provided in this paragraph. 11. I acknowledge and agree that there are certain inherent dangers in playing tennis and in participating in the Club's programs and services, and that the Club shall not be liable for any personal injuries, property damage, or other loss sustained by me, or my minor child(ren) on or about the premises of the Club, or arising out of the use or intended use of any facilities, equipment or other property of the Club. I declare myself and/or my minor child(ren) to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my and/or my minor child(ren)'sparticipation in tennis or in the Club's other programs and services. In the case of an accident or injury, and if an emergency contact person cannot be reached, I grant the Club permission to obtain medical attention for me,and/or my minor child(ren), if necessary, for which I will be financially responsible. 12. I understand and agree that SPORTIME retains the rights to any photographs or video taken of me, and/or my minor child(ren) at SPORTIME facilities or at off-site SPORTIME programs or events, to be used for SPORTIME publicity, marketing, social media and advertising. SPORTIME's Privacy Policy can be viewed at: https://www.sportimeny.com/privacy_policy.php. 13. If the named participant is a minor and the participant's email address is provided, I authorize SPORTIME to contact the named participant at such address directly. 14. SPORTIME DOES NOT GUARANTEE MAKE-UPS FOR CLASSES MISSED BY THE PARTICIPANT. PLAYER/RESPONSIBLE PARTY SIGNATURE: DATE: