

# SPORTIME RANDALL'S ISLAND / JMTA NEW YORK CITY

SCAN TO GO TO MEMBERSHIP **LEVELS & TYPES** 



| For Office Use Only: Prorated Dues 1st month: | Member # | Scan #1              | Scan #2 | Dues entered by:        |                              |
|---|----------|----------------------|---------|-------------------------|------------------------------|
| This agreement (this "Agreement") is          | •        | lubs, LLC (called Sp | •       | ıb) and the adult membe | er(s)/responsible party(ies) |

| This agreement (this "Agreement") is between Sportime Clubs, LLC (called SportimeSM and/or Club) and the adult member(s)/responsible party(ies) (together, called Buyer, You, I, we, my, our, me, us and/or Member).   |   |                           |                             |                                    |                       |                    |  |
|--|---|---------------------------|-----------------------------|------------------------------------|-----------------------|--------------------|--|
| PLEASE SELECT MEMBERSHIP LEVEL(S) & TYPE(S)  | S) INDIVIDUAL TYPE                      |                           | ☐ COUPLE TYPE               |                                    | ☐ FAMILY TYPE         |                    |  |
| MEMBERSHIPS  | INITIATION FEE                          | MONTHLY DUES              | INITIATION FEE MONTHLY DUES |                                    | INITIATION FEE        | MONTHLY DUES       |  |
| ☐ JUNIOR   | \$150.00                                | \$47.00                   | N/A N/A                     |                                    | N/A                   | N/A                |  |
| □ BRONZE   | \$500.00                                | \$108.00                  | \$500.00 \$183.00           |                                    | \$500.00              | \$217.00           |  |
| □ PLATINUM   | \$750.00                                | \$161.00                  | \$750.00                    | \$295.00                           | \$750.00              | \$377.00           |  |
| ☐ PLUS - AMAGANSETT (RIDER REQUIRED)   | \$750.00                                | \$290.00                  | \$750.00                    | \$565.00                           | \$750.00              | \$595.00           |  |
| ☐ PLUS - QUOGUE (RIDER REQUIRED)   | \$750.00                                | \$199.00                  | \$750.00                    | \$355.00                           | \$750.00              | \$405.00           |  |
| INITATION FEE(S) TOTAL   |   | I                         | I                           | 1                                  |                       | \$                 |  |
| MEMBERSHIP DUES TOTAL: DRAFTED MONTHLY   |   |                           |                             |                                    |                       | \$                 |  |
|  |   |                           |                             |                                    |                       |                    |  |
| RESPONSIBLE PARTY / MAIN MEMBER Please com<br>FIRST NAME   | plete all fields and print<br>LAST NAME | t clearly. Players must t | oe active SPORTIME M        | embers to participa<br>DATE OF BIF |                       | NDER               |  |
| FAMALI ADDRESS (REQUIRED)  | DILE DUONE                              | LIONAE BUIONE             | DUCINIECS DUON              | ır                                 | LIOW DO VOLL DDEED    | TO DE CONTACTED.   |  |
| EMAIL ADDRESS (REQUIRED) MO  | BILE PHONE                              | HOME PHONE                | BUSINESS PHON               | VE.                                | HOW DO YOU PREFER     |                    |  |
| STREET ADDRESS   | ADDRES                                  | S 2 (APT #)               | CITY                        |                                    | STATE                 | ZIP                |  |
| SECONDARY ADDRESS (IF APPLIES) STREET ADDRESS  | ADDRES                                  | SS 2 (APT #)              |                             | CITY                               | STATE                 | ZIP                |  |
| NAME OF MEMBER IF A MINOR, 2   |   | R 2ND ADULT MEMBER IF     |                             |                                    |                       |                    |  |
| FIRST NAME   | LAST NAME                               |                           | DATE OF BIRTH               |                                    | GENDER                |                    |  |
| IF MEMBER IS 13 OR OVER: EMAIL ADDRESS M   | OBILE PHONE                             | HOME PHONE                | BUSINESS PHO                | ONE                                | HOW DO YOU PREFER TO  | D BE CONTACTED:    |  |
| HOW DID YOU HEAR ABOUT US?   |   |                           |                             |                                    | □ PHONE □ EMAIL       | ☐ TEXT ☐ MAIL      |  |
| □ WEB □ PRINT AD □ SOCIAL MEDIA □ WORD OF MOUTH □ OTHER □ REFERRAL   |   |                           |                             |                                    |                       |                    |  |
|  |   |                           |                             |                                    |                       |                    |  |
| PAYMENT AUTHORIZATION By signi   |   |                           |                             |                                    |                       |                    |  |
| (A) I hereby request and authorize SPORTIME to ch<br>from my credit card each month. Required for S<br>followed by two to six equal monthly paymen   | PORTIME's Easy Pa                       | yment Plan, which a       | allows members to           | pay for SPORTI                     | MÉ programs and servi | ces with a deposit |  |
| (B) I understand that it is my responsibility to ensure that SPORTIME has valid credit card account information on file, at all times, for as long as this Agreement is in effect. I have provided my current credit card information below. If this information changes, I agree to furnish updated information to SPORTIME immediately by email or by logging on to my SPORTIME online account using the user name and password provided to me |   |                           |                             |                                    |                       |                    |  |
| my SPORTIME online account using the user name and password provided to me.  (C) I understand that SPORTIME will charge my monthly payment on or about the first of each month and that membership dues are subject to change per the terms of this Agreement.   |   |                           |                             |                                    |                       |                    |  |
| (D) I understand that I may cancel this authorization and/or my membership, subject to the Customer's Rights to Cancellation Additional Rights to Cancellation and the Membership Resignation Procedure set forth herein. I further acknowledge that if I cancel my membership, I will be subject to a reactivation fee if I rejoin SPORTIME thereafter.   |   |                           |                             |                                    |                       |                    |  |
| (E) I would like to support the <b>Johnny Mac Tennis Project (JMTP)</b> , a 501(c)(3) organization that changes young lives by removing the economic and social barriers to success through tennis, by donating per month to JMTP, on an ongoing basis, and authorize JMTP to charge such charitable donation to my credit card provided below.  |   |                           |                             |                                    |                       |                    |  |
| PAYMENT METHOD   | PAYMENT METHOD                          |                           |                             |                                    |                       |                    |  |
| CREDIT/DEBIT CARD NUMBER   |   | EXPIRATIO                 | N DATE                      | CVV                                | BILLING               | ZIP CODE           |  |
|  |   |                           |                             |                                    |                       |                    |  |
| CREDIT CARD TYPE NAM   | ME ON CREDIT CARD                       |                           |                             |                                    |                       |                    |  |

By initialing here, I/we consent to SPORTIME charging the monthly membership fees outlined above to the credit card provided. I/we understand that such charges will be recurring and will continue to be charged each month unless and until I/we cancel this Agreement pursuant to the cancellation terms herein.

## 2025-2026 Membership & Junior Program Application / PAGE 2

| 2023-202   | wiembersing & Junior Prog                                | grain Appi  | ication / PAGE 2  |                                |                    |  |  |
|--|--|-------------|---|--------------------------------|--------------------|--|--|
| ADDITIONAL MEMBERS IF RESPONSIBLE PARTY(IES) WITH MULTADDITIONAL MEMBER 1: FIRST NAME  LAST NAME   |  |             | ULTIPLE MINOR CHILDREN OR FAMILY MEMBERSHIP  DATE OF BIRTH GENDER  GENDER |                                |                    |  |  |
| RELATION TO MAIN MEMBER  | EMAIL ADDRESS (IF PLAYER IS OVER 13)                     |             |   | MEMBERSHIP TYPE                |                    |  |  |
| ADDITIONAL MEMBER 2: FIRST NAME  | LAST NAME  |             | DATE OF BIRTH   | GEN                            | IDER               |  |  |
| RELATION TO MAIN MEMBER  | EMAIL ADDRESS (IF PLAYER IS OVER 13)                     |             |   | MEMBERSHIP TYPE                |                    |  |  |
| ADDITIONAL MEMBER 3: FIRST NAME  | LAST NAME  |             | DATE OF BIRTH   | GEN                            | IDER               |  |  |
| RELATION TO MAIN MEMBER  | EMAIL ADDRESS (IF PLAYER IS OVER 13)                     |             |   | MEMBERSHIP TYPE                |                    |  |  |
|  | JUNIOR PROGRAMS AN                                       | ID SERVICE  | <u> </u>  |                                |                    |  |  |
| DI AVED INFORMATION OF   |  |             |   | T15.45                         |                    |  |  |
| PLAYER INFORMATION Please complete all fields a PLAYER 1: FIRST NAME   | and print clearly. Players must be active s<br>LAST NAME | SPORTIME Me |   | DATE OF BIRTH                  |                    |  |  |
| SCHOOL/GRADE PLAY  | ER MOBILE NUMBER (IF OVER 13)                            |             | O YOU PLAY USTA?  | PLAYER UNIVERSAL TEN           | NIS RATING         |  |  |
| EMERGENCY CONTACT: FIRST NAME  | LAST NAME  |             |   | CONTACT NUMBER                 |                    |  |  |
| PLAYER 2: FIRST NAME   | LAST NAME  |             |   | DATE OF BIRTH                  |                    |  |  |
| SCHOOL/GRADE PLAY  | ER MOBILE NUMBER (IF OVER 13)                            |             |   | PLAYER UNIVERSAL TENNIS RATING |                    |  |  |
| PLAYER 3: FIRST NAME   | LAST NAME  |             | YES 🗆 NO  | DATE OF BIRTH                  |                    |  |  |
| SCHOOL/GRADE PLAYE   | R MOBILE NUMBER (IF OVER 13)                             |             | YOU PLAY USTA?  | PLAYER UNIVERSAL TENI          | NIS RATING         |  |  |
|  |  |             | YES INO   |                                |                    |  |  |
| ITEM DESCRIPTION - 34 WEEK SESSION: 9/8/25 - 9/8/25 - 9/8/25 - 1/4/26, 3/23/26 - 3/29/26   | 5/24/26  | DURATION    | COST  | # SESSIONS                     | TOTAL              |  |  |
| JMTA GREEN & YELLOW / MAC RED & ORANGE GROUP   | TENNIS PROGRAMMING                                       |             |   |                                |                    |  |  |
| ☐ JMTA Green & Yellow Ball - Minimum (2) two sessions p  | per week advised   | 2 Hours     | \$6,897.00 per weekly session   |                                |                    |  |  |
| ☐ MAC Red Ball Program - Ages 10 & Under   |  | 2 Hours     | \$4,305.00 per weekly session   |                                |                    |  |  |
| ☐ MAC Orange Ball Program - Ages 10 & Under  |  | 2 Hours     | \$5,513.00 per weekly session   |                                |                    |  |  |
| MAC Orange Elite Program - Ages 10 & Under - Inivitati   | on only, (2) two sessions per week required.             | 2 Hours     | \$6,062.00 per weekly session   |                                |                    |  |  |
| TOTAL GROUP TENNIS PROGRAMMING   |  |             | TOTAL   |                                | \$                 |  |  |
| PRIVATE TENNIS LESSONS - 34 WEEK SESSION: $9/8/25$ - $5/24/2$ (PLEASE NOTE: FOR PRIVATE LESSONS BETWEEN 8:00AM AND 6: JMTA DIRECTORS, OR FOR HELP WITH ½ HOUR, 1½ HOUR OR SE | DOPM, ON SATURDAYS AND SUNDAYS, A SEASONA                |             | JIRED AND A SEPARATE APPLICATION  | ON MUST BE COMPLET             | TED. FOR RATES FOR |  |  |
| □ Private Lessons - Elite Plus Coach   |  | 1 Hour      | \$8,430.00  |                                |                    |  |  |
| □ Private Lessons - Elite Coach  |  | 1 Hour      | \$7,720.00  |                                |                    |  |  |
| □ Private Lessons - Master Plus Coach  |  | 1 Hour      | \$6,945.00  |                                |                    |  |  |
| □ Private Lessons - Master Coach   |  | 1 Hour      | \$6,395.00  |                                |                    |  |  |
| ☐ Private Lessons - Senior Plus Coach  |  | 1 Hour      | \$5,976.00  |                                |                    |  |  |
| ☐ Private Lessons - Senior Coach   |  | 1 Hour      | \$5,620.00  |                                |                    |  |  |
| ☐ Private Lessons - Staff Coach  |  | 1 Hour      | \$5,265.00  |                                |                    |  |  |
| TOTAL PRIVATE LESSONS  |  |             | TOTAL   |                                | \$                 |  |  |
| PRIVATE ATHLETIC TRAINING & SERVICES   |  |             |   |                                |                    |  |  |
| ☐ Private Athletic Training - Elite  |  | 1 Hour      | \$7,506.00  |                                |                    |  |  |

1 Hour

1 Hour

\$6,567.00

\$5,950.00

TOTAL

 $\hfill \square$  Private Athletic Training - Master Plus

☐ Private Athletic Training - Master

TOTAL ATHLETIC TRAINING & SERVICES

## 2025 - 2026 Membership & Junior Program Application / PAGE 3

| TRANSPORTATION OPTIONS (After submitting the application yo   | u will receive a li  | nk to confirm tran   | nsportation details. Q  | uestions? Email us at   | transportationri@spor  | timeny.com).   |   |   |  |  |
|---|--|--|---|---|--|--|---|---|--|--|
| ☐ Shuttle - School Pick-Ups   |  |  | One-Way   | \$1,206.00  |  |  |   |   |  |  |
| □ Door-to-Door  |  |  |   | One-Way   | \$1,612.00   |  |   |   |  |  |
| ☐ Door-to-Door  | Joor-to-Door   |  |   |   |  |  |   |   |  |  |
| TOTAL TRANSPORTATION (Prices may vary based upon location and/or school dismissal time.)  TOTAL \$  |  |  |   |   |  | \$   |   |   |  |  |
| SUB-TOTAL - ALL PROGRAMS AND SERVICES   | B-TOTAL - ALL PROGRAMS AND SERVICES  |  |   |   |  |  |   | \$  |  |  |
| 40% REQUIRED DEPOSIT  |  |  |   |   |  |  | \$  |   |  |  |
| BALANCE DUE - TOTAL   |  |  |   |   |  |  | \$  |   |  |  |
| DALANCE DOL - TOTAL   |  |  |   |   |  |  |   | *   |  |  |
| SCHEDULE SELECTION  |  |  |   |   |  |  |   |   |  |  |
|   | ase check preferred days and times. You will be contacted by a SPORTIME/ TA Director if the days and times chosen are not compatible with your yer's age and/or level.  Tuesda Wedne Thursd. Friday, Saturda   |  |   | ay, 4:00pm - 6:00pm<br>y, 4:00pm - 6:00pm<br>esday, 4:00pm - 6:00pm<br>ay, 4:00pm - 6:00pm<br>4:00pm - 6:00pm<br>ay, 4:00pm - 6:00pm                                  |  | ☐ Tuesday ☐ Wednes ☐ Thursda   | ☐ Tuesday, 6:00pm - 8:00pm ☐ Wednesday, 6:00pm - 8:00pm ☐ Thursday, 6:00pm - 8:00pm ☐ Friday, 6:00pm - 8:00pm |   |  |  |
| PRIVATE TENNIS LESSONS*   |  |  | LESSON 1 P  | REFERENCES  | EFERENCES  |  |   | IF APPLICABLE, LESSON 2 PREFERENCES   |  |  |
| <ul> <li>Sundays, a seasonal court and a separate appli</li> <li>Private Tennis lessons are not available on wee<br/>8:00pm.</li> </ul>   | Private Tennis Lessons cancelled fewer than 48-hours in advance will be  |  |   |   | TIME:  | TIME:  |   |   |  |  |
| DDIVATE AT ILLETIC TRAINING & CEDVICES*   |  |  |   | DAINUNG 1 DDCCC   | DENICES  | IE ADDITICADIT   | r TDA   | UNING 3 DEFERENCES  |  |  |
| For Physical Therapy Services, please email Alex Morales, at alex@360pt.org. Private Athletic Training and Physical Therapy sessions cancelled fewer than 48-hours in advance will be charged in full.  While we will make best efforts to provide you with the tennis and/or athletic raining coach(es) you request, it may not always be feasible. If we are unable o accommodate your request, we will inform you and recommend another  |  |  | DAY:  | DAY: DAY: TIME: TIME:   |  |  | INING 2 PREFERENCES   |   |  |  |
|   |  |  | ·   |   |  |  |   |   |  |  |
| CHECK HERE TO CHOOSE SPORTIME'S EASY PAY requires requires a 40% non-refundable deposit to recommencing in September, with the remaining balar in three equal installments, on October 1, November SPORTIME programs after August 31st, the amount of schedule above, will be due and payable in addition enroll in Full AutoPay, (A) under the Membership Du authorizing SPORTIME to draft all club charges due of dues, pro shop charges and per diem court time, from Full AutoPay as your payment profile on your SPORT the EPP you hereby authorize SPORTIME to change simmediately. | eserve a spance charged or 1 and Dece of any install to the deposes Payment and amonthly medical medic | ce in any 34-v<br>to member's<br>mber 1. For e<br>ment paymer<br>sit. EPP partion<br>basis, includi<br>it card. If you<br>rship Agreem | week program credit card enrollment in the ipants MUST a above, therebying membership did not choose ent, by choosing | that if I do not deposit along remaining be understand a not paying in credit card a is authorized ant to this ag   | ot choose the EPF<br>g with this applica<br>alance must be pa<br>and agree that if I<br>I full upon submit<br>s a guaranteed fo<br>I to charge that ca | P. I must remit<br>ation to confir<br>aid in full by the<br>am paying by<br>tting this appli<br>rm of paymer | ta 40<br>rm re<br>he fire<br>y cheo<br>icatio<br>nt on  | OF PLAY: I understand % nonrefundable gistration, and that the st day of play. I further ck or in cash, and am n, I must provide a valid file, and that SPORTIME due and payable pursu- |  |  |
| IF YOU HA   | AVE N <u>ot c</u> ho   | OSEN THE SPO   | ORTIME <u>EPP, PLE</u>  | ASE COMPLETE  | THE FOLLOWING  | :  |   |   |  |  |
| ☐ CREDIT CARD   |  |  |   | CHECK OR CA   |  |  |   |   |  |  |
| ☐ Please use this card: ☐ MC ☐ VISA ☐ AMEX  | ☐ DISCO  | VER  |   | ☐ CHECK #   |  |  |   |   |  |  |
| CARD NUMBER   | CARD NUMBER CVC EXPIRATION BILLING ZIP CODE  |  |   |   | □ CASH   |  |   |   |  |  |
|   |  |  |   | (If you are paying by check or in cash, and are not paying in full upon submitting this application, you must provide a credit card as a guaranteed form of payment). |  |  |   |   |  |  |

## 2025 - 2026 Membership & Junior Program Application / PAGE 4

#### **TERMS AND CONDITIONS - PLEASE READ**

I/We understand, agree and consent that:

- 1. If any payment due and payable by Member to SPORTIME is not honored. SPORTIME will assess a service fee to Member for each such dishonored payment.
- 2. If an outstanding balance due and payable by Member to SPORTIME is not paid when due, SPORTIME
- may charge the credit card account listed above for the full amount past due plus interest at the maximum monthly interest rate allowable by law.
- 3. If Member does not pay balances due and payable in accordance with the terms of this Agreement, or in accordance with contracts into which Member has entered with SPORTIME for SPORTIME programs, services and goods, SPORTIME may employ an attorney or collection agency to collect any dues, fees or other charges due to SPORTME by Member. Member will be charged for any and all collection costs incurred. 4. Membership dues and fees are non-refundable, except as set forth herein, and membership is non-trans-
- 5. Monthly membership dues are subject to change at any time. A minimum of 30 days written notice, sent by email or by mail to Member's address provided above, will be given prior to any such change taking
- 6. Membership is based on facility availability and not on Member's actual usage of such facility or on a Member's enrollment or participation in a SPORTIME program or service. Membership does NOT terminate automatically when a SPORTIME program or service in which Member participates terminates; membership
- may be canceled only as set forth in this Agreement. Failure to use the facilities provided, for any reason, and the termination of a SPORTIME program or service in which Member participates, will not release Member from Member's obligation to pay the full cost of membership until cancellation. Please note that if You cancel your membership, You will be subject to a reactivation fee upon rejoining SPORTIME. 7. Enrollment in SPORTIME programs and services is for the full session and no refunds will be given for
- withdrawals or absences after the sessions begins. SPORTIME DOES NOT GUARANTEE MAKE-UPS FOR CLASSES MISSED BY THE PARTICIPANT.
- 8. All private tennis lessons and training sessions purchased must be used by August 31, 2026.
- 9. PLUS and Platinum Membership discounts do not apply to transportation or cafe charges, and Platinum Membership discounts do not apply at SPORTIME Amagansett.
- 10. SPORTIME may assign any and all of its rights and obligations hereunder and Member hereby consents to any such assignment.
- 11. SPORTIME may utilize its facilities for special events, private parties, tournaments or other activities at any time at its sole discretion
- 12. SPORTIME may close all or any part of its facilities for repairs or maintenance at any time and for as long a period as deemed necessary by SPORTIME. Advanced notice of such closures will be given to Member whenever possible.
- 13. SPORTIME is not responsible for Member's private or personal property lost, damaged or stolen on SPORTIME premises.
- 14. Certain SPORTIME memberships, e.g. Couples, Family and Corporate, provide for discounted membership fees when multiple individuals from the same family or corporation join SPORTIME together. If a Member who is part of a couples, family or corporate membership cancels Member's membership, the membership fees paid by the remaining Member of the couples membership, or the remaining members of a family or corporate membership, may be subject to adjustment.
- 15. Facilities, equipment, hours of operation, rules, regulations, policies and procedures may be changed by SPORTIME, at its sole discretion, at any time, without notice.
- 16. An additional fee may be charged for guests of Member in accordance with SPORTIME'S guest policy.
- 17. Member will abide by all rules and regulations which now exist or which may be hereafter adopted or amended by SPORTIME, including, but not limited to, those set forth in the SPORTIME Member Handbook which can be accessed on the SPORTIME Member Portal and at all Clubs. Memberships may be suspended or terminated by SPORTIME, without refund, for any reason not prohibited by federal, state or local law, including, but not limited to, the violation of SPORTIME's rules and regulations by members or their guests, the negligent damage to the Club or its facilities by members or their quests and/or conduct by members or their guests interfering with the enjoyment of the Club by other members.
- 18. Member may not solicit for any business on SPORTIME premises without the express written permission of SPORTIME.

#### LIABILITY WAIVER, ASSUMPTION OF RISK AND RELEASE

- 1. I/We agree that there are certain inherent dangers in playing tennis, pickleball, participating in fitness, sports and related activities, in using related equipment and machinery, and in using SPORTIME's transportation service. In consideration of being allowed to participate in the activities, programs and services of SPORTIME and to use its facilities, equipment and machinery, in addition to the payment of any fee or charge, to the fullest extent permitted by law, I/We do hereby waive, release and forever discharge SPORTIME and its partners, members, officers, agents, employees, representatives, executors and any others acting on their behalves, from any and all responsibility or liability arising from injuries or damage resulting from, or in any way arising out of or connected with my/our and/or my/our children's participation in any activities, programs and services of the Club or from my/our and/or/ my/our child/ren's use of its facilities, equipment and machinery.
- 2. I/We understand and agree that tennis, pickleball, sports and fitness activities, including the use of related equipment and machinery, are potentially hazardous activities, which can potentially result in serious injury and even death. I/We and/or my/our child/ren am/are voluntarily participating in these activities and using the Club's equipment and machinery with knowledge of the dangers involved. I/We hereby agree to expressly assume and accept any and all risks of injury or death to me/us and/or my/our child/ren. In the case of accident or injury to me/us and/or my/our child/ren, and if an emergency contact person cannot be reached, I/We grant SPORTIME permission to obtain medical attention, if necessary, for which I /we will be financially responsible.
- 3. I/We do hereby further declare myself/ourselves/ and/or my/our children to be physically sound and suffering from no conditions, impairment, disease, infirmity or other illness that would prevent my/our and/or my/our child/ren's participation in tennis, pickleball, fitness and sports activities and/or my/our and/or my/our child/ren's use of related equipment and machinery. I/We do hereby acknowledge that I/ We have been informed of the need for a physician to approve my/our and/or my/our child/ren's participation in such activities, and my/our and/or my/our child/ren's use of related equipment and machinery. I/ We also acknowledge that the Club has recommended that I/We and/or my/our child/ren have an annual or more frequent physical examination and consultation with a physician so that I/We might have such Physician's recommendations concerning my/our and/or my/our child/ren's participation in such activities and use of such machinery and equipment. I/We acknowledge that I/We and/or my/our child/ren have either had a physical examination and been given my/our physician's permission to participate in tennis, pickleball, sports and fitness activities and to use related equipment and machinery, or that I/We have decided to participate in such activities and to use such equipment and machinery, and/or to allow my/ our child/ren to do so, without the approval of a physician, and do hereby assume all responsibility for my/our and/or my/our child/ren's participation in such activities and use of such equipment and machinery.
- 4. I/We understand and agree that SPORTIME retains the rights to any photographs or video taken of me/us and or my/our child/ren at SPORTIME facilities or at off-site SPORTIME programs or events. to be used for SPORTIME publicity, marketing, social media and advertising. I/we hereby authorize SPORTIME to contact me/us by phone, email and/or text message, and agree that by providing an email address(es) for my/our minor child(ren) ages 13 and above, I /We authorize SPORTIME to contact him/her/them directly at such address(es). SPORTIME's Privacy Policy can be viewed at: https://www. SPORTIMEny.com/privacy\_policy.

## CONSUMER'S RIGHT TO CANCELLATION

YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) BUSINESS DAYS FROM THE RECEIPT BY THE BUYER OF A COPY OF THIS WRITTEN CONTRACT. Notice of cancellation shall be in writing subscribed by the Buyer and received by SPORTIME by United States mail to SPORTIME at: P. O. Box 326, Kings Park NY 11754, by email to help@sportimeny.com, through the SPORTIME Online Member Portal, by telephone at 212-427-6150 or by hand delivery to a SPORTIME Club.

Such notice, if by mail or hand delivery, shall be accompanied by the contract forms, membership cards and any other documents or evidence of membership previously delivered to the Buyer, and if by email, through the SPORTIME Online Member Portal or by telephone, such contract forms, membership cards and any other documents or evidence of membership previously delivered to the Buyer shall be mailed to the address above, or hand-delivered to a SPORTIME club, within five (5) business days

All moneys paid pursuant to the terms of this Agreement canceled for the reason above shall be refunded within ten (10) business days of receipt of such notice of cancellation. If the Buyer has executed any credit or loan agreement to pay for all or part of club services, any such negotiable instrument executed by the Buyer shall also be returned within ten (10) business days.

TERMS AND CONDITIONS - PLEASE READ

## ADDITIONAL RIGHTS TO CANCELLATION.

You may also cancel this Agreement for any of the following reasons:

- 1. If upon a doctor's order You cannot physically receive the service because of significant disability for a period in excess of three (3) months.
- 2. If You die, your estate shall be relieved of any further obligation for payment under the contract not then due and owing.
- 3. If You move your residence more than twenty-five miles from any club operated by SPORTIME.
- 4. If SPORTIME services cease to be offered as stated in this Agreement.

All moneys paid pursuant to the terms of this Agreement canceled for the reasons above shall be refunded within ten (10) business days of receipt of such notice of cancellation; provided however that SPORTIME may retain the expenses incurred and the portion of the total price representing the services used or completed, and further that SPORTIME may demand the reasonable cost of goods and services which the Buyer has consumed or wishes to retain after cancellation of the agreement. In no instance shall SPORTIME demand more than the full price from the Buyer. If the Buyer has executed any credit or loan agreement to pay for all or part of health club services, any such negotiable instrument executed by the Buyer shall also be returned within ten (10) business days. Cancellations shall take effect no later than three (3) business days after SPORTIME's receipt of Buyer's notice of cancellation.

## MEMBERSHIP RESIGNATION PROCEDURE

Other than as set forth above under Consumer Rights to Cancellation, You may cancel your SPORTIME membership within three (3) business days following your incurrence of the monthly membership fee, unless your membership is subject to an annual commitment, in which case You may cancel your SPORTIME membership within fifteen (15) days following the annual renewal date. The notice of resignation must be in writing, subscribed by the Buyer and received by SPORTIME by United States mail at P. O. Box 326, Kings Park NY 11754, by email to help@sportimeny.com, through the SPORTIME Online Member Portal, by telephone at 212-427-6150 or by hand delivery to a SPORTIME Club. Such notice, if by mail or by hand delivery, shall be accompanied by the contract forms, membership cards and any other documents or evidence of membership previously delivered to the Buyer, and if by e-mail, through the SPORTIME Online Member Portal or by telephone, such contract forms, membership cards and any other documents or evidence of membership previously delivered to the Buyer shall be mailed to the address above, or hand-delivered to a SPORTIME club within, five (5) business days.

## **IMPORTANT NOTICE**

New York State law requires certain health clubs to post a bond or other financial security to protect members in the event that such clubs close. With respect to the location referenced above, SPORTIME has posted any financial security required by law. YOU MAY ASK A REPRESENTATIVE OF THE CLUB FOR PROOF OF THE CLUB'S COMPLIANCE WITH THIS LAW. YOU MAY ALSO OBTAIN THIS INFORMATION FROM THE NEW YORK STATE DEPARTMENT OF STATE, DIVISION OF LICENSING SERVICES, 162 WASHINGTON AVENUE, ALBANY, N.Y. 12231.

| BY SIGNING THIS AGREEMENT, I/WE HAVE READ THE ENTIRE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE TERMS AND CONDITIONS, AND THE LIABILITY WAIVER, ASSUMPTION OF RISK AND RELEASE, AND I/WE AGREE TO BE BOUND BY ITS TERMS |           |      |  |  |  |  |
|--|-----------|------|--|--|--|--|
| MAIN MEMBER PRINT NAME   | SIGNATURE | DATE |  |  |  |  |
| COUPLES MEMBERSHIP (IF APPLICABLE) PRINT NAME  | SIGNATURE | DATE |  |  |  |  |
| SPORTIME AUTHORIZED SIGNATURE  | TITLE     | DATE |  |  |  |  |







