

# SPORTIME MEMBERSHIP ENROLLMENT FORM NEW YORK

FOR OFFICE USE ONLY: LOCATION: \_\_\_\_\_ MAIN MEMBER MEMBERSHIP TYPE \_\_\_\_\_  
PRORATED DUES 1ST MONTH: \_\_\_\_\_ INITIATION FEE \_\_\_\_\_ MONTHLY DUES \_\_\_\_\_ MEMBER # \_\_\_\_\_  
SCAN # 1: \_\_\_\_\_ SCAN #2: \_\_\_\_\_ DUES ENTERED BY: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

This agreement is between SPORTIME Clubs, LLC (called SPORTIME<sup>SM</sup> and/or Club) and the adult member(s)/responsible party(ies) (together, called Buyer, You, I, we, my, our, me, us and/or Member) (Agreement).

RESPONSIBLE PARTY/MAIN MEMBER INFORMATION *required information				ADD'L RELATED MEMBERS	
FIRST NAME*	LAST NAME*	DOB*		FIRST NAME	LAST NAME <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE <input type="checkbox"/> OTHER
EMAIL*	GENDER <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE <input type="checkbox"/> OTHER		DOB		
Name of member if he/she is a minor, 2nd responsible party or 2nd adult member if Couples or Family membership:					
FIRST NAME	LAST NAME	DOB	<input type="checkbox"/> MALE <input type="checkbox"/> FEMALE <input type="checkbox"/> OTHER		
EMAIL ADDRESS (IF 13 & OVER)		MEMBER TYPE (IF DIFFERENT FROM MM)			
MOBILE PHONE*	HOME PHONE	BUSINESS PHONE			
HOW DO YOU PREFER TO BE CONTACTED: <input type="checkbox"/> EMAIL <input type="checkbox"/> CELL PHONE <input type="checkbox"/> HOME PHONE <input type="checkbox"/> TEXT					
ADDRESS 1*		ADDRESS 2 (SUITE/FLOOR/APT)			
CITY*	STATE*	ZIP*			
SECONDARY ADDRESS1		ADDRESS 2 (SUITE/FLOOR/APT)			
CITY	STATE	ZIP			
EMERGENCY CONTACT FIRST NAME		LAST NAME	PHONE		
DID SOMEONE REFER YOU TO US? IF YES, WHO? _____					
HOW DID YOU HEAR ABOUT US? (WEB, SOCIAL MEDIA, PRINT, WORD OF MOUTH, ETC). _____					

*For additional family members, please attach another form. By providing an email address(es) for my/our minor child(ren), I authorize SPORTIME to contact such minor child(ren) directly at such address(es). SPORTIME's Privacy Policy can be viewed at: [https://www.sportimemy.com/privacy\\_policy.php](https://www.sportimemy.com/privacy_policy.php).*

PAYMENT AUTHORIZATION By signing below:
(A) I hereby request and authorize SPORTIME to charge my/our <b>total outstanding balance</b> (this includes current monthly membership dues and any and all Club charges) from my credit card each month. <b>Required for SPORTIME's Easy Payment Plan, which allows members to pay for SPORTIME programs and services with a deposit followed by two to six equal monthly payments</b> (varies by club and program/service purchased). I have furnished credit card information to SPORTIME below.
(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.
(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 at any time, subject to the 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			
CREDIT/DEBIT CARD NUMBER	EXPIRATION DATE	CVV	BILLING ZIP CODE
CREDIT CARD TYPE	NAME ON CREDIT CARD		

AUTHORIZED SIGNATURE(S) By signing below, I/we acknowledge that I/we have read this entire Agreement, the above and reverse side, including, but not limited to, the Payment Authorization, Payment Terms and Conditions of Membership, and the Liability Waiver, Assumption of Risk and Release, and I/we agree to be bound by its terms and conditions.			
PRINT RESPONSIBLE PARTY/MAIN MEMBER NAME*		PRINT SECONDARY RESPONSIBLE PARTY/MAIN MEMBER NAME (IF APPLICABLE)	
SIGNATURE*	DATE*	SIGNATURE	DATE
SPORTIME REPRESENTATIVE NAME			

## SPORTIME NEW YORK PAYMENT TERMS AND CONDITIONS OF MEMBERSHIP

### 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 SPORTIME by Member. Member will be charged for any and all collection costs incurred.
4. Membership dues and fees are non-refundable and membership is non-transferable.
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 effect.
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 concludes; membership may be cancelled 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. SPORTIME may assign any and all of its rights and obligations hereunder and Member hereby consents to any such assignment.
8. SPORTIME may utilize its facilities for special events, private parties, tournaments or other activities at any time at its sole discretion.
9. 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.
10. SPORTIME is not responsible for Member's private or personal property lost, damaged or stolen on SPORTIME premises.
11. 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.
12. Facilities, equipment, hours of operation, rules, regulations, policies and procedures may be changed by SPORTIME, at its sole discretion, at any time, without notice.
13. An additional fee may be charged for guests of Member in accordance with SPORTIME'S guest policy.
14. Member will abide by all rules and regulations which now exist or which may be hereafter adopted or amended by SPORTIME. 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 guests and/or conduct by members or their guests interfering with the enjoyment of the Club by other members.
15. 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, in participating in fitness, sports and other 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 child/ren 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 such minor child(ren) directly at such address(es). SPORTIME's Privacy Policy can be viewed at: [https://www.SPORTIMENy.com/privacy\\_policy.php](https://www.SPORTIMENy.com/privacy_policy.php).

## 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](mailto:help@sportimeny.com), through the SPORTIME Online Member Portal, by telephone at 631-269-1055 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.

**ADDITIONAL RIGHTS TO CANCELLATION,**

which shall take effect no later than three (3) business days after receiving notice of cancellation from Buyer: If upon a doctor's order You cannot physically receive the service because of significant disability for a period in excess of three months.

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 contained in this subdivision 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.

**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](mailto:help@sportimeny.com), through the SPORTIME Online Member Portal, by telephone at 631-269-1055 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.