



SPORTIME SCHENECTADY
2023 SPORTIME Eager Explorers Day Care Application

2699 Curry Road, Schenectady, NY 12303 | (518)356-0100 | WWW.SPORTIMENY.COM/SCHENECTADY | SCHENECTADY@SPORTIMENY.COM

For Office Use Only: Prorated Dues 1st month: _____ Member # _____ Scan # _____ Dues entered by: _____ Date: ____/____/____

THIS AGREEMENT IS BETWEEN SPORTIME CLUBS, LLC (CALLED SPORTIME AND/OR CLUB) AND THE PARENT(S)/GUARDIAN(S) OF THE BELOW PARTICIPANT (TOGETHER, CALLED BUYER, YOU, I, WE AND/OR RESPONSIBLE PARTY) (AGREEMENT).

MEMBERSHIP

TYPE	INITIATION FEE	MONTHLY DUES
JUNIOR TENNIS & SPORT	\$49.00	\$22.00
INITIATION FEE(S) TOTAL		\$
MEMBERSHIP DUES TOTAL: DRAFTED MONTHLY		\$22.00

PARTICIPANT INFORMATION Please complete all fields and print clearly. Must be active SPORTIME Members to participate in SPORTIME programs.

FIRST NAME	LAST NAME	DATE OF BIRTH	GENDER	
STREET ADDRESS	ADDRESS 2 (APT #)	CITY	STATE	ZIP
SECONDARY ADDRESS (IF APPLIES) STREET ADDRESS	ADDRESS 2 (APT #)	CITY	STATE	ZIP

RESPONSIBLE PARTY INFORMATION

FIRST NAME	LAST NAME	DATE OF BIRTH	GENDER	
EMAIL ADDRESS	MOBILE PHONE	HOME PHONE	BUSINESS PHONE	HOW DO YOU PREFER TO BE CONTACTED:
HOW DID YOU HEAR ABOUT US?				
<input type="checkbox"/> WEB <input type="checkbox"/> PRINT AD <input type="checkbox"/> SOCIAL MEDIA <input type="checkbox"/> WORD OF MOUTH <input type="checkbox"/> OTHER <input type="checkbox"/> REFERRAL _____			<input type="checkbox"/> PHONE <input type="checkbox"/> EMAIL <input type="checkbox"/> TEXT <input type="checkbox"/> MAIL	

ITEM DESCRIPTION

ITEM DESCRIPTION	COST	TOTAL
DAY CARE OPTIONS - PRICES LISTED ARE PER WEEK		
<input type="checkbox"/> 3 days per week	\$285.00	
<input type="checkbox"/> 4 days per week	\$320.00	
<input type="checkbox"/> 5 days per week	\$350.00	
TOTAL COST	TOTAL	\$

BILLING INFORMATION

Day care tuition fees will be billed each Friday for the following week, and charged/deducted via the payment method selected below.

PAYMENT AUTHORIZATION Responsible Party must initial (A), (B), and (C).

INITIAL

(A) I hereby request and authorize SPORTIME to deduct my/our total outstanding balance (this includes membership dues, which will be billed monthly and any and all Club charges) from my credit card / bank account each week. I have furnished credit card or bank account information to SPORTIME below: AND	
(B) I understand that it is my responsibility to ensure that SPORTIME has valid credit card/bank account information on file, at all times, for as long as this agreement is in effect. I have provided my current credit card/bank account 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. AND	
(C) I understand that I may cancel this authorization at any time, to be effective 30 days after I provide written notice to SPORTIME, by email or by mail to the address of the location identified above. I further understand that if I cancel my membership, I will be subject to a reactivation fee if I rejoin SPORTIME thereafter.	
<input type="checkbox"/> I would like to support the Johnny Mac Tennis Project (JMTP) , 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/bank account provided below.	

CREDIT CARD/DEBIT CARD

BANK ACCOUNT

<input type="checkbox"/> I authorize SPORTIME to bill my credit card on file for the Initiation Fee and monthly Membership Dues, and for all other Club charges.	<input type="checkbox"/> I authorize SPORTIME to deduct the Initiation Fee and monthly Membership Dues from this account, and for all other Club charges.
<input type="checkbox"/> MC <input type="checkbox"/> VISA <input type="checkbox"/> AMEX <input type="checkbox"/> DISCOVER	BANK NAME
CARD NUMBER	ACCOUNT NUMBER
CARD EXPIRATION	ROUTING NUMBER

TERMS AND CONDITIONS - PLEASE READ

I/We understand, agree and consent that:

1. If any check, charge or draft payment due and payable by Responsible Party ("RP") to SPORTIME is not honored, SPORTIME will assess a service fee to RP for each such dishonored check, charge or draft payment.
2. If an outstanding balance due and payable by RP to SPORTIME is not paid when due, SPORTIME may charge the bank/credit card account listed above for the full amount past due plus interest at the maximum monthly interest rate allowable by law.
3. If RP does not pay balances due and payable in accordance with the terms of this Agreement, or in accordance with contracts into which RP 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 RP. RP 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 RP'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 auto-matically when a SPORTIME program or service in which Member participates terminates; 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 RP from his/her 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 day care, programs and services is for the full session and no refunds will be given for withdrawals or absences after the sessions begins.
8. SPORTIME may assign any and all of its rights and obligations hereunder and RP hereby consents to any such assignment.
9. SPORTIME may utilize its facilities for special events, private parties, tournaments or other activities at any time at its sole discretion.
10. 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 RP whenever possible.
11. SPORTIME is not responsible for private or personal property lost, damaged or stolen on SPORTIME premises.
12. 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 his/her 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.
13. Facilities, equipment, hours of operation, rules, regulations, policies and procedures may be changed by SPORTIME, at its sole discretion, at any time, without notice.
14. An additional fee may be charged for guests of Member in accordance with SPORTIME'S guest policy.
15. 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 Eager Explorers Daycare Parent Handbook. 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.
16. 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 participating in daycare activities, as well as in sports and related activities, in using related equipment and machinery. 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 SPORTIME 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 daycare, sports and related 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 daycare, sports and related 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 his/her 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 daycare, sports and related 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. SPORTIME'S Privacy Policy can be viewed at: https://www.sportimemy.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 mailed by registered or certified United States mail to SPORTIME at: P. O. Box 326, Kings Park NY 11754. Such notice shall be accompanied by the contract forms, membership cards and any other documents or evidence of membership previously delivered to the Buyer. All moneys paid pursuant to such contract shall be refunded within fifteen 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 SPORTIME club services, any such negotiable instrument executed by the Buyer shall also be returned within fifteen days.

ADDITIONAL RIGHTS TO CANCELLATION

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

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

PARENT/GUARDIAN #1 PRINT NAME	SIGNATURE	DATE
PARENT/GUARDIAN #2 PRINT NAME	SIGNATURE	DATE
SPORTIME AUTHORIZED SIGNATURE	TITLE	DATE