

Payment Terms and Conditions of Membership

- 1) If any check or draft for outstanding balances payable to SPORTIME_{SM} is not honored, SPORTIME will assess a service charge for each such dishonored check or draft.
- 2) In the event payment for programs or services is not received within twenty-four (24) days subsequent to the date that a monthly statement is issued, SPORTIME reserves the right to charge a late fee, plus interest, on any unpaid balance at the rate of 1.5% per month.
- 3) Membership fees and dues are non-refundable and membership is non-transferable.
- 4) Monthly dues are subject to change at any time. A minimum of 30 days notice will be given prior to any such change taking effect.
- 5) Membership is based on facility availability and not on member's actual usage. Failure to use the facilities provided, for any reason, will not release member from his/her obligation to pay the full cost of membership.
- 6) If member does not pay or cancel in accordance with the terms of this contract, 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.
- 7) Member authorizes SPORTIME to check member's credit history.
- 8) SPORTIME may assign member's payment obligations and member 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 whenever possible.
- 11) SPORTIME is not responsible for private property, or any personal property lost or stolen on SPORTIME premises. Please protect your valuables.
- 12) Couples/Family/Corporate memberships are special membership classifications providing for discounted membership fees when individuals from the same family or corporation join SPORTIME. If a member who is part of a couples, family or corporate membership cancels his/her membership, the membership fees paid by the remaining couple, family or corporate members may be adjusted to the prevailing rate for the new reduced quantity family or corporate membership or individual membership.
- 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) Additional fees may be charged for guests and other services in accordance with SPORTIME policy.
- 15) Memberships may be suspended or terminated without refund by SPORTIME for any reason not prohibited by federal, state or local law, e.g. violation of SPORTIME's club rules and regulations including, but not limited to, those set forth in the Member Handbook, negligent damage to the club or its facilities by members or their guests and conduct interfering with the enjoyment of the club by other members.
- 16) Members may not solicit for any business on club premises without the express permission of SPORTIME.
- 17) Members have the right to participate in any program, and to purchase goods and services, offered by SPORTIME. I understand that at the time of enrollment I may be obligated for the full program fee as per the terms of the program contract. I guarantee payment for any program or outstanding balance by the method of payment authorized on this membership application.

Liability Waiver, Assumption of Risk and Release

- 1) I agree that there are certain inherent dangers in playing tennis, participating in sports activities and in using fitness equipment and machinery. In consideration of being allowed to participate in the activities and programs of SPORTIME, and to use its facilities, equipment and machinery, in addition to the payment of any fee or charge, I do hereby waive, release and forever discharge the club and its officers, agents, employees, representatives, executors and all others from any and all responsibility or liability arising from injuries or damage resulting from my participation in any activities and programs of SPORTIME or from my use of its facilities, equipment and machinery. I do also hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf, or in any way arising out of or connected with my participation in any activities and programs of the club or the use of its facilities, equipment and machinery.
- 2) I understand and agree that sports and fitness activities, including the use of fitness equipment and machinery, are potentially hazardous activities, which can potentially result in serious injury and even death. I am voluntarily participating in these activities and using fitness equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.
- 3) I do hereby further declare myself to be physically sound and suffering from no conditions, impairment, disease, infirmity or other illness that would prevent my participation in sports and fitness activities or my use of fitness equipment and machinery, except as hereinafter stated. I do hereby acknowledge that I have been informed of the need for a physician to approve my participation in sports and fitness activities, and my use of fitness equipment and machinery. I also acknowledge that SPORTIME has recommended that I have an annual or more frequent physical examination and consultation with my physician related to physical activity and the use of exercise and training equipment so that I might have his/her recommendations concerning my participation in such activities and equipment use. I acknowledge that I have either had a physical examination and been given my physician's permission to participate in sports and fitness activities and to use fitness equipment and machinery, or that I have decided to participate in such activities and to use such equipment and machinery without the approval of my physician, and do hereby assume all responsibility for my participation in such activities and use of such equipment and machinery.

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:



Club Stamp

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 health 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 residence more than twenty-five miles from any health club operation by seller.
- d. If services cease to be offered as stated in the contract.

All moneys paid pursuant to such contract canceled for the reasons contained in this subdivision shall be refunded within fifteen days of receipt of such notice of cancellation; provided however that the seller may retain the expenses incurred and the portion of the total price representing the services used or completed, and further that the seller may demand the reasonable cost of goods and services which the buyer has consumed or wishes to retain after cancellation of the contract. In no instance shall the seller 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 fifteen days.

MEMBERSHIP RESIGNATION PROCEDURE

A minimum of 30 days must be given to discontinue any membership. The notice of resignation must be in writing subscribed by the buyer and mailed to the seller at the address specified in such form. Such notice shall be accompanied by the contract forms, membership cards and any other documents or evidence of membership previously delivered to the buyer.