



For Office Use Only: Prorated Dues 1st month: \_\_\_\_\_ Member # \_\_\_\_\_ Scan #1 \_\_\_\_\_ Scan #2 \_\_\_\_\_ Dues entered by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\* The fees outlined in this Agreement are for initiation fees and monthly membership dues only. Please note that you will be required to enter into separate contracts for additional programs and services offered by SPORTIME, each with additional fees. Participation in any additional programs and services is optional and the related fees are not included in the initiation fee or membership dues.

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) &amp; TYPE(S)

☐ INDIVIDUAL TYPE☐ COUPLE TYPE☐ FAMILY TYPE

MEMBERSHIPS	INITIATION FEE	MONTHLY DUES	INITIATION FEE	MONTHLY DUES	INITIATION FEE	MONTHLY DUES
<input type="checkbox"/> JUNIOR	\$150.00	\$47.00	N/A	N/A	N/A	N/A
<input type="checkbox"/> BRONZE	\$500.00	\$108.00	\$500.00	\$183.00	\$500.00	\$217.00
<input type="checkbox"/> PLATINUM	\$750.00	\$161.00	\$750.00	\$295.00	\$750.00	\$377.00
<input type="checkbox"/> PLUS - AMAGANSETT (RIDER REQUIRED)	\$750.00	\$290.00	\$750.00	\$565.00	\$750.00	\$595.00
<input type="checkbox"/> PLUS - QUOGUE (RIDER REQUIRED)	\$750.00	\$199.00	\$750.00	\$355.00	\$750.00	\$405.00
INITIATION FEE(S) TOTAL						\$
MEMBERSHIP DUES TOTAL: DRAFTED MONTHLY						\$

## RESPONSIBLE PARTY / MAIN MEMBER Please complete all fields and print clearly. Players must be active SPORTIME Members to participate in SPORTIME programs.

FIRST NAME	LAST NAME	DATE OF BIRTH	GENDER
EMAIL ADDRESS (REQUIRED)	MOBILE PHONE	HOME PHONE	BUSINESS PHONE
HOW DO YOU PREFER TO BE CONTACTED: <input type="checkbox"/> PHONE <input type="checkbox"/> EMAIL <input type="checkbox"/> TEXT <input type="checkbox"/> MAIL			
STREET ADDRESS	ADDRESS 2 (APT #)	CITY	STATE ZIP
SECONDARY ADDRESS (IF APPLIES) STREET ADDRESS	ADDRESS 2 (APT #)	CITY	STATE ZIP
NAME OF MEMBER IF A MINOR, 2ND RESPONSIBLE PARTY OR 2ND ADULT MEMBER IF COUPLE. FOR FAMILY MEMBERSHIPS, PLEASE COMPLETE ON THE REVERSE			
FIRST NAME	LAST NAME	DATE OF BIRTH	GENDER
IF MEMBER IS 13 OR OVER: EMAIL ADDRESS	MOBILE PHONE	HOME PHONE	BUSINESS PHONE
HOW DO YOU PREFER TO BE CONTACTED: <input type="checkbox"/> PHONE <input type="checkbox"/> EMAIL <input type="checkbox"/> TEXT <input type="checkbox"/> MAIL			
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 _____			

## PAYMENT AUTHORIZATION By signing below:

- (A) I hereby request and authorize SPORTIME to charge my/our **total outstanding balance** (this includes current monthly membership dues and any and all Club charges) from my credit card each month. **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** (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, 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 **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 provided below.

## PAYMENT METHOD

CREDIT/DEBIT CARD NUMBER	EXPIRATION DATE	CVV	BILLING ZIP CODE
CREDIT CARD TYPE	NAME 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 & Adult Program Application / PAGE 2

ADDITIONAL MEMBERS IF RESPONSIBLE PARTY(IES) WITH MULTIPLE MINOR CHILDREN OR FAMILY MEMBERSHIP			
ADDITIONAL MEMBER 1: FIRST NAME	LAST NAME	DATE OF BIRTH	GENDER
RELATION TO MAIN MEMBER	EMAIL ADDRESS (IF PLAYER IS OVER 13)	MEMBERSHIP TYPE	
ADDITIONAL MEMBER 2: FIRST NAME	LAST NAME	DATE OF BIRTH	GENDER
RELATION TO MAIN MEMBER	EMAIL ADDRESS (IF PLAYER IS OVER 13)	MEMBERSHIP TYPE	
ADDITIONAL MEMBER 3: FIRST NAME	LAST NAME	DATE OF BIRTH	GENDER
RELATION TO MAIN MEMBER	EMAIL ADDRESS (IF PLAYER IS OVER 13)	MEMBERSHIP TYPE	

### ADULT TENNIS PROGRAMS AND SERVICES

PLAYER INFORMATION Please complete all fields and print clearly. Players must be active SPORTIME Members to participate in SPORTIME programs.			
PLAYER 1: FIRST NAME	LAST NAME	MOBILE PHONE	
NTRP RATING	DO YOU PLAY USTA? <input type="checkbox"/> YES <input type="checkbox"/> NO	PLAYER UNIVERSAL TENNIS RATING	
EMERGENCY CONTACT: FIRST NAME	LAST NAME	RELATION TO PLAYER	CONTACT NUMBER

ITEM DESCRIPTION 34 WEEK SESSION: 9/8/25 - 5/24/26 Off Dates: 12/22/25 - 1/4/26, 3/23/26 - 3/29/2026		DURATION	COST		# SESSIONS	TOTAL
ADULT TENNIS KINETICS GROUP PROGRAMS			PER 34-WK SESS.	PER 17-WK SESS.		
<input type="checkbox"/> ATK Instruction Singles	2 Hours	\$4,518.00	\$2,471.00	X	=	\$
<input type="checkbox"/> ATK Instructional Doubles	2 Hours	\$3,980.00	\$2,202.00	X	=	\$
<input type="checkbox"/> ATK Elite Singles	2 Hours	\$4,518.00	\$2,471.00	X	=	\$
<input type="checkbox"/> ATK Drill and Play	2 Hours	\$3,980.00	\$2,202.00	X	=	\$
<input type="checkbox"/> ATK College Elite Level Practice	2 Hours	\$3,980.00	\$2,202.00	X	=	\$
<input type="checkbox"/> ATK Boot Camp	2 Hours	\$3,980.00	\$2,202.00	X	=	\$
<input type="checkbox"/> ATK After Work	2 Hours	\$3,980.00	\$2,202.00	X	=	\$
<input type="checkbox"/> League/Interclub Practice	2 Hours	\$3,980.00	\$2,202.00	X	=	\$
<input type="checkbox"/> Discounted League/Interclub Practice (if enrolled in one or more other ATK program)	2 Hours	\$2,359.00	\$1,179.00	X	=	\$
SUB-TOTAL GROUP TENNIS PROGRAMMING						\$
10% DISCOUNT: If enrolled with full payment by June 15, 2025						-\$
TOTAL ADULT GROUP PROGRAMS						\$
PRIVATE TENNIS LESSONS (PLEASE NOTE: FOR PRIVATE LESSONS BETWEEN 8:00AM AND 6:00PM, ON SATURDAYS AND SUNDAYS, A SEASONAL COURT IS REQUIRED AND A SEPARATE APPLICATION MUST BE COMPLETED. FOR RATES FOR JMTA DIRECTORS, OR FOR HELP WITH ¼ HOUR, 1 ½ HOUR OR SEMI-PRIVATE LESSONS, PLEASE CONTACT US).						
<input type="checkbox"/> Private Lessons - Elite Plus Coach	1 Hour	\$8,430.00			=	\$
<input type="checkbox"/> Private Lessons - Elite Coach	1 Hour	\$7,720.00			=	\$
<input type="checkbox"/> Private Lessons - Master Plus Coach	1 Hour	\$6,945.00			=	\$
<input type="checkbox"/> Private Lessons - Master Coach	1 Hour	\$6,395.00			=	\$
<input type="checkbox"/> Private Lessons - Senior Plus Coach	1 Hour	\$5,976.00			=	\$
<input type="checkbox"/> Private Lessons - Senior Coach	1 Hour	\$5,620.00			=	\$
<input type="checkbox"/> Private Lessons - Staff Coach	1 Hour	\$5,265.00			=	\$
TOTAL PRIVATE LESSONS			TOTAL			\$
PRIVATE ATHLETIC TRAINING & SERVICES						
<input type="checkbox"/> Private Athletic Training - Elite	1 Hour	\$7,506.00			=	\$
<input type="checkbox"/> Private Athletic Training - Master Plus	1 Hour	\$6,567.00			=	\$
<input type="checkbox"/> Private Athletic Training - Master	1 Hour	\$5,629.00			=	\$
TOTAL ATHLETIC TRAINING & SERVICES			TOTAL			\$
SUB-TOTAL ALL						\$
40% REQUIRED DEPOSIT						\$
BALANCE DUE						\$

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

SCHEDULE SELECTION		
<b>GROUP TRAINING SESSIONS</b> Please check preferred days and times. You will be contacted by a SPORTIME/ JMTA Director if the days and times chosen are not compatible with your level.  <input type="checkbox"/> 17 - WEEK SESSION: 9/08/25 - 1/18/26 <input type="checkbox"/> 17 - WEEK SESSION: 1/19/26 - 5/24/26 <input type="checkbox"/> 34 - WEEK SESSION: 9/08/25 - 5/24/26  <b>OFF DATES: 12/22/25 - 1/4/26, 3/23/26 - 3/29/26</b>	<b>ATK INSTRUCTIONAL SINGLES (3.0 - 4.0 Level)</b> <input type="checkbox"/> Monday, 8:00pm - 10:00pm <input type="checkbox"/> Wednesday, 9:30am - 11:30am <input type="checkbox"/> Wednesday, 8:00pm - 10:00pm <input type="checkbox"/> Friday, 9:30am - 11:30am  <b>ATK INSTRUCTIONAL DOUBLES (3.0 - 4.0 Level)</b> <input type="checkbox"/> Monday, 9:30am - 11:30am <input type="checkbox"/> Wednesday, 9:30am - 11:30am  <b>ATK INTERMEDIATE DOUBLES (3.5 - 4.0 Level)</b> <input type="checkbox"/> Tuesday, 9:30am - 11:30am <input type="checkbox"/> Thursday, 9:30am - 11:30am  <b>ATK DRILL AND PLAY (All Levels)</b> <input type="checkbox"/> Tuesday, 12:00pm - 2:00pm <input type="checkbox"/> Thursday, 12:00pm - 2:00pm	<b>ATK COLLEGE ELITE LEVEL PRACTICE (3.5-5.0 Level)</b> <input type="checkbox"/> Tuesday, 8:00pm - 10:00pm <input type="checkbox"/> Friday, 9:30am - 11:30am <input type="checkbox"/> Sunday, 12:00pm - 2:00pm  <b>ATK BOOT CAMP</b> <input type="checkbox"/> Saturday, 7:00am - 9:00am <input type="checkbox"/> Sunday, 7:00am - 9:00am  <b>ATK AFTER WORK</b> <input type="checkbox"/> Monday, 8:00pm - 10:00pm <input type="checkbox"/> Thursday, 8:00pm - 10:00pm  <b>ATK COMPETITIVE / INTERCLUB MATCHES (Intermediate to Advanced Levels)</b> <input type="checkbox"/> Men's : Thursday, 8:00pm - 10:00pm <input type="checkbox"/> Women's: Thursday, 9:30am - 11:30am
<b>PRIVATE TENNIS LESSONS*</b>  <ul style="list-style-type: none"> <li>For Private Tennis Lessons between 8:00am and 6:00pm, on Saturdays and Sundays, a seasonal court and a separate application is required.</li> <li>Private Tennis lessons are not available on weekdays from 4:00pm - 8:00pm.</li> <li>Private Tennis Lessons cancelled fewer than 48-hours in advance will be charged in full.</li> </ul>	<b>LESSON 1 PREFERENCES</b>  <b>DAY:</b> _____  <b>TIME:</b> _____  <b>COACH:</b> _____	<b>IF APPLICABLE, LESSON 2 PREFERENCES</b>  <b>DAY:</b> _____  <b>TIME:</b> _____  <b>COACH:</b> _____
<b>PRIVATE ATHLETIC TRAINING &amp; SERVICES*</b>  <ul style="list-style-type: none"> <li>For Physical Therapy Services, please email Alex Morales, at alex@360pt.org</li> <li>Private Athletic Training and Physical Therapy sessions cancelled fewer than 48-hours in advance will be charged in full.</li> </ul> <p>*While we will make best efforts to provide you with the tennis and/or athletic training coach(es) you request, it may not always be feasible. If we are unable to accommodate your request, we will inform you and recommend another member of our word-class staff.</p>	<b>ATHLETIC TRAINING 1 PREFERENCES</b>  <b>DAY:</b> _____  <b>TIME:</b> _____  <b>COACH:</b> _____	<b>IF APPLICABLE, TRAINING 2 PREFERENCES</b>  <b>DAY:</b> _____  <b>TIME:</b> _____  <b>COACH:</b> _____

PAYMENT INFORMATION				
<input type="checkbox"/> <b>CHECK HERE TO CHOOSE SPORTIME'S EASY PAYMENT PLAN (EPP) - FOR 34-WEEK PROGRAMS ONLY:</b> The SPORTIME EPP requires requires a 40% non-refundable deposit to reserve a space in any 34-week program commencing in September, with the remaining balance charged to member's credit card in three equal installments, on October 1, November 1 and December 1. For enrollment in SPORTIME programs after August 31st, the amount of any installment payment due, per the schedule above, will be due and payable in addition to the deposit. EPP participants MUST enroll in Full AutoPay, (A) under the Membership Dues Payment Authorization above, 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. If you did not choose Full AutoPay as your payment profile on your SPORTIME Membership Agreement, by choosing the EPP you hereby authorize SPORTIME to change such profile to Full AutoPay, effective immediately.			<input type="checkbox"/> <b>OPTION B: PAYMENT IN FULL BY FIRST DAY OF PLAY - REQUIRED FOR 17-WEEK PROGRAMS:</b> I understand that 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. I further understand and agree that if I am paying by check or in cash, and am not paying in full upon submitting this application, I must provide a valid credit card as a guaranteed form of payment on file, and that SPORTIME is authorized to charge that card for any balance due and payable pursuant to this application.	
IF YOU HAVE NOT CHOSEN THE SPORTIME EPP, PLEASE COMPLETE THE FOLLOWING:				
<input type="checkbox"/> <b>CREDIT CARD</b>			<input type="checkbox"/> <b>CHECK OR CASH:</b>	
<input type="checkbox"/> Please use this card: <input type="checkbox"/> MC <input type="checkbox"/> VISA <input type="checkbox"/> AMEX <input type="checkbox"/> DISCOVER			<input type="checkbox"/> CHECK #	
CARD NUMBER	CVC	EXPIRATION	BILLING ZIP CODE	<input type="checkbox"/> 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).

## 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 SPORTIME 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-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 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 guests 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.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 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](mailto: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

