

Membership Agreement - NYP Sports Performance LLC | 693 White Plains Road, Scarsdale New York 10583

Membership # _____ Today's Date _____

Name (Last, First, MI) _____ Employer _____

Home Address _____ Title _____

City, State, Zip _____ Business Street Address _____ Suite/Floor _____

Home Phone _____ Business City, State, Zip _____

Cell Phone _____ Business Phone _____

E-mail _____ Emergency Contact _____

Birthdate _____ Gender _____ Relationship _____ Phone _____

Minor Athlete Membership Information

Name _____ Relationship _____ Gender _____ Date of Birth _____ E-mail _____

Name _____ Relationship _____ Gender _____ Date of Birth _____ E-mail _____

SIGN BELOW - COMPLETE AUTHORIZATION FOR PAYMENT ONLY IF YOU ARE NOT PARTICIPITNG THROUGH A SPORTS TEAM OR CLUB

Authorization for Payment

Member (defined herein) authorizes NYP Sports Performance, LLC (the "**Facility**"), to initiate a charge, via Electronic Funds Transfer ("**EFT**"), to the account noted below for fees related to scheduled sessions (defined herein) and other charges incurred as well as sessions scheduled for Minor members ("**Membership**"). **This authorization is to remain in effect until the Facility has received written notice from Member of his/her desire to terminate in accordance with Article I, Section 6. In the event that Member stops payment on an Authorization debit by notifying his/her bank ("**Invalid Rescission**"), such action shall not void this Agreement (defined herein). In the event of an Invalid Rescission, Member shall fulfill his/her payment commitment under this Agreement, and Member will be obligated to pay by some other method. The processing date for debit cards may vary due to banking procedures, and if a Member's Authorization is returned (i.e. for insufficient funding) he/she may be subject to a late fee. Member understands that his/her Authorization and EFT information will be stored electronically and will not be present at the time of purchase.**

EFT (for Authorization)

MasterCard VISA Discover Amex

Checking or Savings Account (attach voided check or deposit slip)

Date of First Monthly Charge ____/____/____ Amount \$ _____

SESSIONS. Members may enroll and reserve time to use Facility for supervised exercise, training and coaching sessions according to Facility's schedule attached to this Agreement.

RIGHT TO CANCELLATION.

MEMBER MAY CANCEL THIS MEMBERSHIP WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) DAYS FROM THIS DATE. Notice of cancellation shall be in writing subscribed by the Member and mailed to the Facility at the address first indicated above or e-mailed to: _____@NYP.ORG. Such notice shall be accompanied by member information an evidence of membrship such as this Agreement. All moneys paid pursuant to such Agreement shall be refunded within fifteen (15) business days of receipt of such notice of cancellation.

IMPORTANT NOTICE FOR MEMBERS

New York State law requires certain health clubs to have a bond or other form of financial security to protect members in the event the club closes. Facility has posted the financial security required by law.

Article I. Membership

Section 1. Duration of Membership Agreement

The length of this Agreement shall be for the period as set forth on the first (1st) page of this Agreement ("**Term**").

[To Be Completed by Facility:]	
Join Date _____	Member # _____
Agreement Term _____	
Effective Date _____	Expiration Date _____
Corporate ID# _____	
<input type="checkbox"/> Annual * (billed monthly or prepaid)	<input type="checkbox"/> Month to Month (billed monthly)
<input type="checkbox"/> Weekly (Collegiate and Elite Athletes)	
*Member understands that he/she is making an annual commitment and that the Membership can be canceled within the Intial 3-Day Cancellation Policy as well as for the other reasons set forth herein or for no cause. Member also understands that annual memberships automatically renews on a month-to-month basis unless terminated pursuant to the terms in Article I.	
Fees Charged:	
Registration Fees	\$ _____
Session Fees	
Weekly Rate for _____	Number of Sessions \$ _____
Monthly Rate For _____	Number of Sessions \$ _____
Total Tax	\$ _____
Total Received	\$ _____
<input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> VISA <input type="checkbox"/> Debit Card Last four digits _____	
Entered by _____ Date _____	

Member Signature/Date:

Check the Box that Applies

- Do not use Member information and images for Facility promotions.
- Facility may use Member's information and image for promotion activities subject to Article IV of this Agreement.

Section 2. Agreement

This membership agreement ("**Agreement**") is between the Facility, and the individual identified on the first (1st) page of this Agreement ("**Member**").

Section 3. Eligibility for Membership

Membership is subject to the approval of the Facility. Persons eighteen (18) years or older may become members. At the discretion of the Facility, minors under the age of eighteen (18) with proof of age may join if a parent/guardian executes this Agreement. Minor Members must complete a fitness orientation prior to using the Facility.

Section 4. Nature of Facility Membership and Sport Performance Services

Members shall comply with all applicable laws, regulations and Facility policies and procedures as Facility may supplement or modify at its discretion during the Term ("**Facility Rules**"). Facility reserves the right at any time to terminate the Membership, or privileges thereunder, of any Member for failure to comply with Facility Rules, the terms of this Agreement or for conduct the Facility determines to be improper or in any way contrary to the best interest of the Facility and its Members. Membership confers solely the right to use the Facility during supervised training coaching and conditioning and other Exercise Activity sessions in accordance with the Facility Rules. Athletes' Performance Elite, LLC d/b/a EXOS staffs the Facility and supervises Members engaged in Exercise Activities ("EXOS"). The Facility is operated by NYP Sports Performance, LLC. NewYork-Presbyterian Hospital ("NYP Hospital"), Columbia University and Columbia Doctors do not provide services at Facility. Under this Agreement, Members cannot receive at the Facility any services from clinicians and other staff of NYP Hospital, Columbia University and Columbia Doctors including physical and occupational therapy, diagnostic and treatment services.

Section 5. Session Fees and Charges

Member shall be charged the fees indicated above and applicable taxes pursuant to the EFT Authorization ("**Session Fees**"), and may terminate his/her Membership in accordance with the resignation procedures outlined in this Agreement. Sessions Fees shall be subject to change in the sole discretion of the Facility. Member will be notified of any changes in Sessions Fees thirty (30) days in advance in accordance with the information provided by Member on the first (1st) page of this Agreement. It is the Member's responsibility to ensure updated contact information is provided to the Facility. The Session Fees will be automatically transferred from Member's EFT on or after the due date for payment. The Fees for any and all additional members added to Member's Membership will be paid by Member.

Late or Returned Item Charges. A twenty dollar (\$20) fee will be assessed for returned checks, insufficient funds, closed accounts, frozen or declined credit cards, or similar circumstances, which result in late or delayed payment to the Facility. Member is responsible for providing accurate and updated information on the EFT to insure timely receipt of payment. The Facility reserves the right to re-attempt collection of Member's outstanding balance until such time as Member's account is current.

Section 6. Resignation/Termination

Voluntary Resignation. Member may resign from the Facility by giving advance written notice ("**Resignation**"), subject to the following terms and conditions. Resignation notices received by the Facility on or before the first (1st) calendar day of the month will become effective on the last day of that month. Resignation notices received by the Center on or after the second (2nd) calendar day of the month will become effective on the last calendar day of the following month. No advance notice is necessary for a Resignation for the following conditions.

ADDITIONAL RIGHTS TO CANCELLATION:

Member may also cancel this agreement for any of the following reasons:

- If upon a doctor's order, Member cannot physically receive the services because of significant physical disability for a period in excess of six (6) months
- If Member dies, Member's estate shall be relieved of any further obligation for payment under the Agreement not then due and owing.
- If you move your residence more than twenty-five miles from any health club operated by Facility.
- If the services offered by the Facility cease to be offered.

Article II. Waiver of Liability and Assumption of Risk.

Participation in scheduled Sessions for training, coaching or any physical activity or exercise programs conducted in, on, around, about, or outside of the Facility (the "**Exercise Activities**"), involves health risks associated with physical exertion, including but not limited to transient dizziness, fainting, nausea, muscle cramping, musculoskeletal injury, sprains and strains, heart attack, stroke or death. Member assumes full responsibility for any and all injuries or damages from the risks of his/her participation in the Exercise Activities.

Member certifies that he or she is capable of performing Exercise Activity and acknowledges that he or she knowingly and voluntarily participates in the Exercise Activities and the use of equipment aware of the dangers involved. Member understands that they will be fully responsible for complying with any restrictions prescribed for them by their personal physician. Member will review any physician-prescribed personal wellness program with their physician prior to commencing exercise and will periodically review their status and program with their physician.

Individuals who staff the Facility, including EXOS personnel, are not medical professionals. EXOS staff receive training in physical activity programming for healthy individuals who do not require exercise in a medically supervised environment. If Member experiences dizziness, fainting, nausea, muscle cramping or any other symptoms while participating in the Exercise Activities, Member agrees that they will discontinue the activity, notify the Facility staff or the EXOS staff, and consult their physician.

By participating in the Exercise Activities at the Facility and in consideration of being permitted by Facility to participate in the Exercise Activities and use any equipment in the Facility, Member hereby waives any and all claims he/she may have, on behalf of himself/herself, his/her heirs, executors, administrators and assigns, against the Facility, EXOS, NYP Hospital and Columbia University and each of their respective subsidiaries, affiliates, directors, officers, employees, agents, contractors, sponsors, successors and assigns, other participants and all others

("Released Parties") from all liability for injury, death, or loss suffered by Member while participating in or incident to the Exercise Activities including but not limited to traveling to or from any location, which results from the ordinary negligence of the Released Parties. Member releases and discharges the Released Parties from any and all claims, demands or causes of action that Member may now have or may hereafter have for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or violation of any other right arising out of the exercise of the rights granted herein. Member expressly agrees that the Released Parties shall not be liable for any damages arising from personal injuries sustained by Member, or as a result of his/her use of the Facility and the equipment therein.

In the event of an emergency or non-emergency situation requiring medical or dental treatment, Member hereby grants permission for any and all medical and dental care to be administered to them, until such time as the designated emergency contact can be contacted. This permission includes, but is not limited to, the administration of first aid, the use of an ambulance, and the administration of anesthesia and/or surgery under the recommendation and supervision of qualified medical personnel. Member further authorizes the Facility to release their personal information necessary for medical or insurance purposes. Member agrees to release the Released Parties from any and all liability for medical or dental aid rendered, and Member understands that they are responsible for all medical or dental expenses incurred for such aid.

Members that enroll in Exercise Activities through a team, club or other group arrangement, authorize Facility to provide to such group organization information about Member's performance testing and progress as well as all other information about their activities at Facility.

Article III. General Provisions

Member must check in each time he/she uses the Facility. Any damage to the Facility's property or to another person on the Facility's premises by Member, Member's family members (including dependent children) or guests shall be paid for by Member. If any provision of this Agreement or any supplement hereto is ruled invalid or unenforceable as applied to any person or circumstance, all other provisions of this Agreement shall remain valid and enforceable as applied to all other persons and circumstances to the fullest extent permitted by law. No provisions of this Agreement shall be modified, waived or terminated except in writing signed by the parties. Modifications or additions to the pre-printed terms of this Agreement, other than the completion of existing blanks, are unauthorized and will not be honored. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. This Agreement is further subject to New York General Business Law Section 620 through 631 ("Health Club Law") and to the extent anything in this Agreement is inconsistent with the Health Club Law, the Health Club Law shall supersede.

Article IV. Facility Promotional Activities – Select Preference:

Member consents to be photographed, videotaped and/or recorded by Facility and NYP Hospital, or any person or entity authorized by them, to promote Facility and its programs as described herein (such image and recording and subsequent display in any media, including printed materials, internet, video, or other form of distribution, is hereinafter referred to as the "Program"). Program may include Member name, likeness, picture, image, voice, personality and personal identification information (collectively, "Name, Image and Information"). Member grants to Facility, NYP Hospital and Columbia University and their subsidiaries, affiliates, licensees, employees, agents, successors and assigns and to any persons or entities authorized by them, the right to use and/or disclose Member's Name, Image and Information in and in connection with the production, distribution, promotion, advertising and exploitation of the Facility Program, whether now known or hereafter devised, worldwide, in perpetuity. Member will not receive financial compensation for participation in the Program and will have no rights of ownership to the Program or rights to approve the Program.