



Membership Agreement

Membership Options: *(initial next to commitment level)*

24/7 Unlimited access to Gym & Classes Only: \$29 Per Month

24/7 Racquetball Access Only: \$49 Per Month

24/7 Unlimited Access to Racquetball, Gym & Classes: \$69 Per Month

Upfront Payment:

Locker Rental: \$10 per month

All memberships include a Key Fob, access to locker rooms and towel service.

All memberships require a \$25 Registration fee.

All memberships will have a \$50 annual maintenance fee. (June 15th \$25 and November 15th \$25)

All Racquetball members may bring guests for a discounted \$10 guest fee.

MEMBERSHIP OPTION: By initialing the above, I understand what my specific membership option includes.

MONTHLY PAYMENT: I agree to pay the monthly amount of _____, with my registered credit card as an “automatic” withdrawal, from an account I maintain at a financial institution, pursuant to a signed authorization, attached hereto. If I change financial institutions, I will provide The Club Racquet & Fitness, in writing, all information needed to update the automatic withdrawal information at least ten (10) days before the effective date of the change. I agree to a membership and acknowledge that the automatic withdrawals (payments) will continue unless I terminate my membership as permitted in this Contract. I agree to reimburse The Club Racquet & Fitness for any charge incurred by them for insufficient funds, etc., as a part of the automatic withdrawal.

ADDITIONAL TERMS:

A. If The Club Racquet & Fitness temporarily closes for thirty (30) days or less, the term shall be extended for the number of days equal to the number of days that the facility was closed (excluding holidays and any other days the facility is normally closed), at no additional cost to me.

B. I may put my payments on “pause” for 4 months due to injury or pregnancy but must supply a doctor's note. Contracts may not be canceled during a “paused” period.

C. This contract is only valid for one calendar year (365 days) unless otherwise noted, or unless one of the exceptions from subparagraphs (A) and (B), above, apply. This contract will not auto renew. This will not price lock/guarantee a certain rate.

LATE PAYMENTS: If the card on file for authorized payments is declined or payment is late, members have one week from attempt to withdrawal or due date to pay or will be charged an additional \$10 per week until it is paid.



MEMBER OBLIGATIONS & CANCELATION: This Agreement is a legally binding obligation for which I am financially responsible. If I have a prepaid membership, I acknowledge that the fee paid is not refundable under any circumstances. I agree not to conduct any kind of commercial or business activity in The Club Racquet & Fitness and will not act as a personal trainer for anyone within the facility. I understand I am responsible for updating my address and contact information. If I have a term membership, my membership will automatically renew after the term ends and I will continue to be billed according to my regular billing schedule unless I provide notice of cancellation. A term membership has an early cancellation fee. Notification of intention to cancel must be made 30 days prior to cancellation via email to info@theclubracquetballfitness.com. Memberships canceled within the first 3 months will result in a \$200 fee. Contracts canceled after 3 months but before one year will be charged a \$100 cancellation fee.

FACILITIES AND SERVICES. The Club Racquet & Fitness reserves the right at any time to delete, discontinue, repair or replace the facility equipment without any effect on this Agreement. The Club Racquet & Fitness may be closed for up to two weeks each year for maintenance purposes.

MINIMUM AGE. All membership holders must be a minimum 14 years of age. All minors under the age of 18 are restricted to access during staffed hours only, and a parent or legal guardian must sign the membership agreement. Minimum age accepted may vary (but is never below the minimum age of 14) and is at the discretion of The Club Racquet & Fitness.

NO STEROIDS. I understand that The Club Racquet & Fitness bans the use of steroids and I agree not to use, sell or exchange steroids on the facilities premises.

ACCESS CARD. I understand that only authorised members may access The Club Racquet & Fitness and I am not permitted to share my access card with anyone else. Access cards are not returnable and non-refundable. The access card has been issued to enable me to securely access The Club Racquet & Fitness in accordance with the terms of my membership. If I lose or misplace the card, I need to contact The Club Racquet & Fitness to remove the card immediately. If I require a replacement card, I understand I will be charged for the replacement card at the then-current rate.

Club Usage:

PHYSICAL CONDITION AND NO MEDICAL ADVICE. I confirm that I am in good physical condition and have no medical reason or impairment that would prevent me from my intended use of The Club Racquet & Fitness facilities. I understand and acknowledge that The Club Racquet & Fitness Owner, employees or contractors will not and cannot provide me with any medical advice. If I have any health or medical concerns now or after I join, I will discuss them with my doctor before using the facilities. I understand I may be expected to show proper identification when I enter the facility.

BOOKING COURTS & CLASSES: I understand that I must book a specific racquetball court ahead of play (1,2 or 3) to ensure availability. I understand all court bookings must be made through the website or mobile app www.theclubracquetfitness.com. I understand that each court time (per hour) is limited to 4 players, and that each player must book themselves. I understand that I must book my classes in advance through the website or mobile app www.theclubracquetfitness.com.



COURT & CLASS CANCELTION POLICY: I understand that if I cancel with less than 24 hours notice of a booked court time or not show up to a booked court, I will be charged a \$10 cancelation fee. I understand that if I cancel a class with less than 2 hours for evening classes or 12 hours for morning classes, or not show up to a booked class, I will be charged a \$10 cancelation fee.

RULES AND REGULATIONS. I agree to follow any facility rules posted at The Club Racquet & Fitness or communicated by staff. The Club Racquet & Fitness may, in its sole discretion, modify its rules or policies without notice at any time.

DAMAGED, LOST OR STOLEN PROPERTY. I understand that The Club Racquet & Fitness is not responsible for any of my personal property that is damaged, lost or stolen while in or around the facility. I understand and agree that I am liable for all damage I cause to the equipment or physical infrastructure of the club facility and will reimburse The Club Racquet and Fitness for any damage I cause.

LIABILITY FOR PROPERTY. The Club Racquet & Fitness is not liable to me for any personal property that is damaged, lost or stolen while on or around facility premises including, but not limited to, a vehicle or its contents or any property left in a locker. If I cause any damage to the facility, I am liable to The Club Racquet & Fitness for the cost of repair or replacement.

VIDEO NOTICE. I may not take unauthorized photos or videos anywhere in the facility. I understand that The Club Racquet & Fitness uses unmonitored video surveillance and access card usage is logged, which both may be retained by The Club Racquet & Fitness for future use.

DEFINITIONS. In this Agreement, "Facility" means The Club Racquet and Fitness address, 5893 Camp Road suite #9 hamburg NY 14075. "I" and "Member" and "guest" means the person whose name and signature appear on this document.

By acknowledging and signing this document, I affirm, understand and agree to The Club Racquet & Fitness Usage Terms and Conditions, Payment Authorization, Membership Terms & Conditions

Print Name: _____

Sign Name _____

Date _____