



**MEMBERSHIP AGREEMENT**

Name: \_\_\_\_\_ Gender: M / F Date of Birth: \_\_\_ / \_\_\_ / \_\_\_ Member #: [ ] Member Type: [ ]

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Home Phone: (\_\_\_\_) \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Relation: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Opt Out: ( ) Please Do Not Email Me Fitness Center Updates.

How did you hear about us? ( ) News Paper / Magazine ( ) Poster ( ) Mail ( ) Word of Mouth - Specifically: \_\_\_\_\_

**MEMBERSHIP OPTIONS:**

**( ) PREPAID MEMBERSHIP**

Enrollment Fee: \$ [ ] Annual Membership: \$ [ ] Note: [ ]

Amount Due Now: \$ [ ] Sales Tax: \$ [ ] Total Due Now: \$ [ ]

Membership Start Date: [ ] / [ ] / [ ] Membership Expiration Date: [ ] / [ ] / [ ]

**( ) EFT AUTOMATED MONTHLY MEMBERSHIP / AUTOMATIC RENEWAL**

Enrollment Fee: \$ [ ] Automated Monthly Charge: \$ [ ] Note: [ ]

Prorated Portion Due Now: \$ [ ] (for period prior to first billing) Date of First Monthly Charge [ ] / [ ] / [ ]

Amount Due Now: \$ [ ] Sales Tax: \$ [ ] Total Due Now: \$ [ ]

Membership Start Date: [ ] / [ ] / [ ] Automatically Renews Until Submission of YVY Fitness Center Cancellation Form

I, \_\_\_\_\_, authorize my bank to make my payment by the method indicated below, and post it to my account.

( ) MC ( ) VISA ( ) DISCOVER ( ) CHECKING: (NOTE: For Checking Account Authorization, attach a voided check)

----- Expiration Date: \_\_\_ / \_\_\_ / \_\_\_  
(Routing Number) (Account Number)

I understand that I am in full control of my payment, and if at any time I decide to make any changes or discontinue the EFT service, I must complete the YVY Fitness Center Payment Change Form, available at the Fitness Center, by the 1<sup>st</sup> of the month prior to the scheduled billing date. Change of payment method will not affect other provisions and terms of my Agreement. Dues are processed by Twin Oaks Software Development, Inc.

Signature \_\_\_\_\_ Date \_\_\_ / \_\_\_ / \_\_\_

( ) (Check & fill in if paid by third party) Payer Name: [ ]

Member #: [ ]

**( ) MONTH BY MONTH MEMBERSHIP**

1<sup>st</sup> Month Charge: \$ [ ] Sales Tax: \$ [ ] Total Due Now: \$ [ ]

Note: [ ]

Membership Start Date: [ ] / [ ] / [ ] Membership Expiration Date: [ ] / [ ] / [ ]

## NOTICE TO MEMBERS

Do not sign this Membership Agreement before you have read the entire agreement. The Member is entitled to a completed copy of this Agreement. The Member acknowledges that this document is an Agreement and will become legally binding upon its acceptance by YVY Fitness Center.

This Agreement constitutes the entire agreement between the parties; there are no collateral agreements, representations or guarantees, oral or otherwise, unless attached hereto.

The undersigned Member acknowledges receipt of the YVY Fitness Center Membership Policies and has read, understands, and agrees to be bound by the Membership Policies as part of this Agreement. The Membership Policies may be changed at anytime by YVY Fitness Center at its sole discretion.

Any Member, who is under the age of 18, must have a parent or legal guardian co-sign and guarantee this Agreement. The co-signer, along with the Member, agrees to be bound by all the terms and conditions of this Agreement.

**RELEASE AND WAIVER OF LIABILITY:** I, for myself, my heirs, executors and assigns, have read and understand this waiver and have been fully informed of and acknowledge, assume and accept the risks inherent in the use of YVY Fitness Center services and facilities. I voluntarily assume the risk of injury, accident, death, loss, cost or damage to my person or property which might arise from my use of YVY Fitness Center and I release Yeled V'Yalda from any and all claims and liabilities resulting from the ordinary negligence of YVY Fitness Center and its owners, officers, employees or agents. I certify that I am in good physical health and am able to undertake and engage in the range of physical activities in which I choose to participate. I assume all responsibility for updating YVY Fitness Center of changes in physical and mental condition and for reporting all injuries sustained at YVY Fitness Center to the manager on duty at the time.

**DISCLAIMER:** Yeled v'Yalda is not responsible for any injury including death or loss of property to any person while on the premises or participating in the use of YVY Fitness Center and its facilities for any reason including but not limited to the utilization of any equipment or the playing, practicing or watching of any activity occurring in or about the premises.

In consideration of my participation in and the use of Yeled v'Yalda's premises, I hereby covenant and agree not to sue and hereby release Yeled v'Yalda, its directors officers, employees, representatives, agents and lessees from any and all present and future claims resulting from ordinary negligence and inherent risk of the use of the facilities and equipment of YVY Fitness Center, including but not limited to any loss injury damage, or liability sustained by me while on or about the premises.

**I am fully aware and understand** that YVY Fitness Center does not have on or about the premises, or employ or contract with, any medical services, nor provide for ordinary or emergency medical services including but not limited to emergency cardiovascular assistance.

**I am also fully aware and understand** that loss, injury, disability or death may result from the actions, inactions or negligence on my part, on the part of others, by rules of play, or by the condition of the premises or equipment.

**I am also fully aware and understand** that fitness activities such as strength, flexibility, and or aerobic exercise, including the use of equipment, are potentially hazardous and involve the risk of injury. I understand that I am voluntarily participating in these activities, and I am using the equipment and facilities with knowledge of the dangers involved. I expressly agree to accept all of these risks. I hereby declare myself to be physically sound and suffering from no illness, impairment, disease, disability or other condition that would prevent or limit my participation in an exercise program or the use of exercise equipment or the facilities. I acknowledge that I have either had a physical examination, and have been given physician's permission to participate, or that I have decided to participate in an exercise program without the approval of my physician. I assume full responsibility for my use of YVY Fitness Center and shall indemnify Yeled V'Yalda, the owner of YVY Fitness Center, its affiliates, agents and employees against any and all liability arising out of use of the facilities.

**I agree that immediately prior to participating in any activity** occurring in or about YVY Fitness Center, I will inspect the facilities and equipment to be used and if any defect is apparent, I will not use the facilities or equipment, and I will notify the management of the defect.

**I further agree** that if I am not knowledgeable in the proper use of the facilities or equipment, I will obtain proper instruction for the correct use of such facility or equipment from a qualified individual before I will use the facility or equipment.

**I further agree** to indemnify and hold harmless Yeled v'Yalda, its directors, officers, employees, representatives, agents and lessees for any and all claims arising from my involvement in or receiving instruction for YVY Fitness Center's activities incidental thereto wherever, whenever and however the claims may arise including but not limited to, to and from YVY Fitness Center and/or related activity site and participation at remote sites.

I assume all the foregoing risks and accept personal responsibility for any damages and loss following, any loss of property, injury, permanent disability or death as a result thereof.

**DUES & FEES: Initiation Fee** is a onetime non-refundable charge that is good for as long as one remains a member in good standing.

**Monthly Membership Dues** will be automatically charged to Member's bank account/credit card on the 15th day of every month.

Membership monthly rates are guaranteed for the first six (6) months of a new initiation.

**Month BY Month Membership** will be deemed extended with each monthly payment, and will subject Member to the terms and conditions of this Agreement and current membership policies.

Membership includes the use of the entire YVY Fitness Center including the fitness room, pool, steam room and sauna. However, membership dues shall not include other fee for service items such as group classes, training, off site programs, etc. Please check with Customer Service if you are unsure. A Member shall not be relieved of his/her obligation to make the payments agreed to, and no deduction from any payments shall be granted because of Member's failure to use YVY Fitness Center.

**UNPAID BALANCES:** Any unpaid balance for membership dues or fees, goods or services past 30 days will result in automatic suspension of membership privileges or cancelation of membership. Member agrees to pay all costs of collection, including but not limited to collection agency fees, court costs, administrative costs, disbursements and attorneys fees which may be paid or incurred by YVY Fitness Center.

**DISHONORED CHECK, BANK DRAFT, OR CREDIT CARD:** If any check, bank draft or credit card charge payable to YVY Fitness Center is not honored, YVY Fitness Center will assess a \$25 charge for each occurrence, and collect the current and past-due balance in any subsequent month.

**CANCELLATION:** Prepaid/PIF (paid in full) membership plans require a full term commitment and are non-refundable. EFT & Monthly Membership Plans may be cancelled, at any time and for any reason, by paying up any outstanding balances in full & completing the YVY Fitness Center Membership Cancellation Form, available at the Fitness Center, or by written notice, via certified mail, return receipt requested to YVY Fitness Center, 1312 38th Street, SUITE 515, Brooklyn, New York 11218, by the 1<sup>st</sup> of the month prior to the cancellation date. If Cancellation is not submitted by the 1<sup>st</sup> of the month, member may be billed for the month, and if so may continue to use the YVY Fitness Center during this time. Initiation Fees are non-refundable.

**MEMBERSHIP FREEZE POLICY:** PIF or EFT Memberships may be frozen, at anytime and for any reason, by completing the YVY Fitness Center Membership Freeze Form, available at the Fitness Center, or by written notice, via certified mail, return receipt requested to YVY Fitness Center, 1312 38th Street, SUITE 515, Brooklyn, New York 11218, **by the 1<sup>st</sup> of the month prior to the membership freeze date.** A Member shall have the right to freeze a membership once per twelve month period for one (1) two (2) or three (3) consecutive months. A Member must be in good standing and current with membership dues at the time of request. During the membership freeze period no dues will be collected. Memberships will be reactivated automatically at the end of your freeze period. PIF Memberships will be extended automatically by the amount of time frozen & EFT membership dues charges will automatically resume. **A freeze request cannot be made nor granted retroactively.**

**Medical Disability Freeze:** You must complete a Membership Freeze form as well as submit written verification from your physician stating that your medical disability will prevent you from using the Fitness Center. The term for a medical freeze is two (2), three (3), four (4), five (5) or six (6) consecutive months within a twelve (12) month period. YVY Fitness Center reserves the right at its sole discretion, to require medical clearance prior to allowing member to return from a medical disability freeze or to deny re-entry for any member may be suspected (for any reason) of having a medical condition deemed by YVY Fitness Center to be detrimental to the safety, health or wellbeing to the his/herself or any other Member or Guest. **A freeze request cannot be made nor granted retroactively.**

**FORCE MAJEURE:** YVY Fitness Center shall not be liable for any delay or failure to perform services, which delay or failure is due to causes beyond reasonable control of YVY Fitness Center. Any delay in the performance of a material obligation of YVY Fitness Center shall extend the membership period for the duration of the delay. Member agrees that no refund shall be issued due to Force Majeure occurrences.

**EQUAL OPPORTUNITY POLICY STATEMENT:** YVY Fitness Center enrolls and maintains memberships without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation or age. Any members with disabilities shall be entitled to reasonable accommodations for their physical and mental impairments. It is further YVY Fitness Center policy that no circumstance or conduct undertaken by YVY Fitness Center personnel shall have the effect of discrimination on the basis of any of the aforementioned classifications. Any member who believes that he/she is/has been treated unfairly on any of the aforementioned matters should report the incident to YVY Fitness Center management or to the Director of YVY Fitness Center at 718-686-3536.

**AGREEMENT:** This Agreement may only be modified in a writing executed by the Director of YVY Fitness Center. Employees are not authorized to make any independent agreement with any Member. At anytime during the continuance of this Agreement, YVY Fitness Center shall have the right to sell, assign, transfer, and set over this Agreement with all its right, title, and interest therein, to any person, firm, or corporation, or other business entity, without the Member's consent and the assignee thereof shall acquire all the rights granted to the YVY Fitness Center and shall be subject to any obligations that YVY Fitness Center may have under this Agreement. A Member may not assign his/her membership or membership privileges in whole or in part. If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

**CONSUMER'S RIGHT TO CANCELLATION: YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE(3) DAYS FROM THE AGREEMENT DATE; Notice of cancellation shall be in writing subscribed by the buyer and mailed by registered or certified United States mail 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 of evidence of membership previously delivered to the Member. All monies 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: You may also cancel this contract for any of the following reasons: If upon a doctor's orders, you cannot physically receive the services because of significant physical disability for a period in excess of 6 months.**

**If you die, your estate shall be relieved of any further obligation for payment under the contract not then due and owing.**

**If you move your residence more than twenty-five miles from any health club operated by seller.**

**All monies paid pursuant to such contract cancelled for the reasons contained in this subdivision shall be refunded within fifteen days of the 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 provided that the seller may demand the reasonable cost of the 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 contract price from the buyer. If the buyer has executed any creditor 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.**

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Member Signature \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

\*Signature of Parent or Guardian \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ \* Members under 18 Rep ID

Rev. 8/12