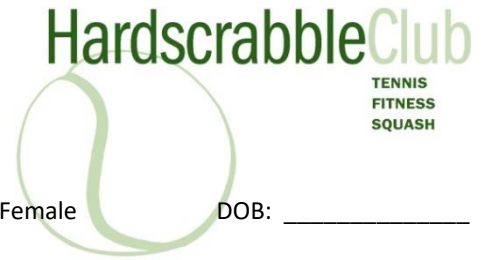


MEMBERSHIP AGREEMENT



Member Name _____ Male Female DOB: _____
Street _____ Home Phone _____
City _____ State _____ Zip _____ Cell Phone _____
Email _____ Work/Daytime Phone _____
Emergency Contact: Name and Phone # _____

How did you hear about us? Mailing Advertising Referral (Member's Name:) _____

All memberships are continuous and uninterrupted. All memberships are Annual Plans (12 consecutive months) with recurring monthly dues. All memberships renew automatically for the next 12-month cycle - UNLESS the club receives written notification of intent to terminate at the end of the member's 12-month cycle. Such termination notice should be received by club at least 15 days prior to the automatic renewal anniversary date. There are no Suspensions or Vacation freezes offered. (See reverse for full definitions.)

Please check only one box from the selections below:

Individual Member:	<input type="checkbox"/> Gym/\$55	<input type="checkbox"/> Racquet/\$125	<input type="checkbox"/> Premier/\$175
Senior Member:	<input type="checkbox"/> Gym/\$45	<input type="checkbox"/> Racquet/\$95	<input type="checkbox"/> Premier/\$125
Junior Member:	<input type="checkbox"/> Gym/\$45	<input type="checkbox"/> Racquet/\$95	<input type="checkbox"/> JDP-U18/\$49 <input type="checkbox"/> JDP-U12/\$29

Join Date: _____ Mbr. Type/Level: _____ Initiation Fee: \$ _____ Monthly Dues: \$ _____

First Payment: Paid by: CC Cash Check # _____, Paid on: _____

I understand that my monthly dues of \$ _____ is payable by automatic electronic debit on or around the first business day of each month beginning on (date) _____, 20 _____. I also understand that it is mandatory to have a valid credit card on file, and that I keep it updated at all times. I also understand that in order to avoid the automatic monthly debit, my alternate payment by check, cash or money order must be received by the club no later than the 25th of the prior month. I have read, understand and accept the policies on the reverse side of this form.

I authorize Hardscrabble Club to charge monthly membership dues and all other house-charges to my credit card account:

Cardholder's Name: _____ Billing Zip Code: _____

Account Number: _____ Exp. Date: _____ CVV #: _____

Member or Parent/Guardian's Signature Date: _____

Consumer's Right to Cancellation: I may cancel this Agreement/Contract without any penalty or further obligation within three (3) business days from today's date: _____.



Membership: All types of membership are deemed continuous and uninterrupted until the member chooses to terminate his/her annual membership at the end of his/her 12-month cycle (see 'Termination' below). **Note: your membership does not terminate automatically at the conclusion of any seasonal activity you may be enrolled in.** The member's obligation to pay recurring monthly dues is not dependent on his/her frequency of use of the club or availability of all the club's facilities, amenities and services at all times. Uncollected/declined dues are subject to a \$20 Decline Fee per time. In-coming members are subject to prevailing initiation fees, even if they are re-joining ex-members. Juniors: ages 12-18, must be accompanied by an adult after 7:00 pm; ages 11 and under must be accompanied by an adult on site, except while they are participating in a program, in which case they may be dropped off and picked up.

Annual Plan: You have contracted for a 12-consecutive month period, and your dues are locked in for 1 year from your join date. Dues are charged monthly, but you may choose to pay upfront for the whole year – in which case your "Initiation Fee" is waived. Your annual membership renews automatically for the next 12-month cycle, at the then prevailing rate for monthly dues for your category of membership. There is no early termination option, unless with proof of change of primary residence to more than 45 miles from the club. The dues amount generally updates once per calendar year. There are no Suspensions or Vacation freezes offered.

Rates: All membership dues, initiation or enrollment fees, activity fees, court rental rates and other product rates are subject to periodic review and potential increases, but may change at any time. The club will announce impending rate changes for your monthly dues about 30 days prior via posted notices within the club, or by email, or by postal mail. The club reserves the right to institute a temporary energy fee to offset high energy costs, if so necessary - such fee will be no more than \$20/month per membership, and would be billed for no more than 6 months/calendar year.

Upgrade/Downgrade: The club will not make material changes to your membership without written authorization – please complete a Change Form. Members may upgrade a membership type upon payment of an Upgrade Fee - which is calculated as the difference in the initiation fee (or enrollment fee) for your old membership type vs. your new type per the current rates. When attaining senior status, the responsibility lies with the member to so advise the club, and your membership type and monthly rate will be revised going forward only – please note that there can be no retroactive adjustments. Members may downgrade a membership type on payment of a \$10 Change Fee.

Medical Freeze: Membership can be put on a 'medical freeze' status at the monthly rate of 50% of your dues or \$25/month – whichever is lower, for up to 6 consecutive months. A copy of a doctor's note must be provided in order to initiate a medical freeze. The member cannot use the club during this time without reverting back to 'active' status and his/her regular monthly rate.

Termination: **Membership can be terminated only by written notice.** The member must notify the club in writing at least 15 days prior to his/her automatic renewal anniversary date - via either a 'Change Form' at Front Desk, email to: frontdesk@hardscrabbleclub.com, fax to: 914.669.9700, or via postal mail. This requirement applies to all membership types. If re-joining at a future date, the ex-member would be subject to the initiation fee in effect at that time.

Injury: The above termination clause applies even if cancelling membership due to an injury or medical condition. Even if an injury occurs while at the club, you need to follow the above process. Verbal or other communication with club staff members cannot and will not be considered adequate notice of your intent to terminate membership and/or participation in seasonal programs/lessons/training. If eligible for a 'medical house credit', the credit must be used within 180 days of issue.

Physical Condition: All members are encouraged to have a complete physical examination to determine their present state of health before beginning a new exercise program. It is understood, with this agreement, that the member represents himself/herself to be in good health and fully capable of, able to and willing to participate in any chosen club activity.

Personal Property: Members and guests are responsible for their own personal property and belongings. The club is not responsible for the theft of or damage to your property, and strongly urges members not to bring valuables. Please bring your own locks for daily use - the club does not supply locks. Locks left on lockers overnight may be cut.

Rules, Regulations and Policies:

Members and guests must abide by the rules, regulations and policies of Hardscrabble Club - a Member Handbook is available on request. Standard gym and court etiquette and sport specific dress codes must be complied with. All must dress and behave in a manner respectful of fellow-members. A member or guest who violates the guidelines, willfully or otherwise, may be asked to leave the premises and/or be suspended or expelled from the club's membership. Policies governing guests, reservations, court fees, cancellations, etc. are detailed in the Tennis Handbook.

Policies and terms of enrollment regarding Seasonal Programs and Reservations offered by the club are detailed on the relevant registration forms - including policies that govern payments, make-ups, changes, cancellations, injury and medical credits. It is the member's responsibility to be familiar with these policies.

Ownership & Management reserve the right to refuse any and all club facilities, amenities and/or services to:

- any member who is delinquent in any dues.
- any member or guest who, in the opinion of management in charge, is inebriated or otherwise effected by alcohol or drugs.
- any member or guest who behaves in a rude, disruptive, discourteous or otherwise disagreeable manner within the club's premises.

Check-in and Supervision: • All members and their guests are required to 'check-in' at the Front Desk by scanning or presenting their membership cards each time they visit the club. This applies to Junior members participating in club's junior programs as well. Lost cards are subject to a \$5 card replacement fee. • If your activity at the club requires a 'sign-in', please comply with the request to do so. • Unless participating in one of the club's supervised junior programs, children under the age of 12 years must be accompanied by a parent or other supervising adult at all times. • Drop-off and pick-up of children enrolled in junior programs must be done within reasonable time frames before and after the program hours (max. 15 minutes) - at no time will the club be expected to supervise children who are not actually enrolled in and participating in a program.

Waiver and Release Form:

I understand and acknowledge the risks of injury inherent in any program involving physical activity. I accept full responsibility for my participation, and in the use of any and all equipment, facility, privilege or service whatsoever owned and operated by the club, or while participating in any class, program, game, personal training, instruction, contest, tournament, function, exercise, competition, event or other activity operated, organized, arranged or sponsored by the club. This waiver and release of liability includes, without limitation, activities inside or outside the buildings. I agree that I participate voluntarily at entirely my own risk, and shall hold Hardscrabble Club, its owners, shareholders, employees and representatives or agents, successors or assigns entirely harmless from any loss, claim, injury, damage or liability sustained or incurred as a result of (a) my own act or any act of omission by any representative of the club or its affiliated companies, (b) my use of the club, (c) the sudden and unforeseen malfunctioning of any equipment, (d) my slipping and/or falling while in the club, or on the club's premises, including adjacent sidewalks and parking areas. I do hereby give my consent to medical care, emergency or otherwise, in the event of injury, illness or accident to myself, inclusive of necessary transportation, administering of first-aid and CPR and the calling of outside emergency services or ambulance. By signing this waiver and release I acknowledge that I have read and understand its content and that it is a release of liability, as well as (to the extent that Statute or case law does not prohibit releases for negligence) for negligence on the part of the club, its agents, owners and employees.

THIS NOTICE PROVIDES IMPORTANT INFORMATION ABOUT YOUR PAYMENT OPTIONS:

You may make payments on an installment basis or in a single payment. Paying the full amount may be less expensive, but may involve financial risks to you. Read this notice carefully before making a decision: New York State law requires certain health clubs to post a bond or other financial security to protect members in the event the club closes. This club is exempt from this requirement since it gives members the option of paying on an installment basis, and therefore it need not post a bond or other form of financial security. In deciding whether to make your payments in full or on an installment basis, you should be aware that if the club closes, although the club will remain legally liable for a refund, you may risk losing your money if the club is unable to meet its financial obligations to members.

Member's Signature: _____ **Date:** _____