

## GENERAL TERM AND CONDITIONS

### 1.0 FEES AND PAYMENTS.

**1.1 Returned Payment Penalty.** You will automatically be charged any fee imposed on us, plus a processing fee of up to \$15, for any returned payment item due to closed accounts, insufficient funds, etc.

### 2.0 MEMBERSHIP

**2.1 Revocation of Membership.** At our discretion, your membership may be revoked at any time and for any reason, including if, in the reasonable judgment of a Club, you have acted in a manner contrary to the best interests or safety of a Club or other members, or if your account has a balance past due. Each Club reserves the right to require a member to leave for the day if, the Club believes such member poses a health or safety risk or is disturbing, or appears likely to disturb, other members or Club personnel.

**2.2 Use Privileges.** You must abide by the individual rules of your membership. Additional fees may apply if you use clubs or services outside of your membership privileges.

**2.3 Closings.** From time to time, a part of a Club or the entire facility will be temporarily unavailable while repairs, renovations or special events take place or until governmental permits or licenses are received. We will make every effort to minimize any disruption to members during these periods. Some or all of the Club's services may be closed for holidays. Club hours of operation are displayed in each Club and may be modified from time to time.

### 3.0 MEMBER RISK

**3.1 Medical Recommendations.** You should consult with your physician or have a physical examination before using any fitness equipment or program, especially if you are elderly, pregnant, unaccustomed to physical exertion, have physical limitations or a history of high blood pressure, heart problems or other chronic illness.

**3.2 Member Conduct.** Members shall not use any Club's facilities, services or equipment in a way as to endanger the health or safety of themselves or others. Members shall be responsible for any property damage or personal injury caused by them, their family, or their guests. Members agree not to violate any laws.

**3.3 Orientation.** Members and members' guests should seek instruction from Club personnel in the use of all equipment, including fitness machines, free-weights, and cardio-aerobic equipment, before using any Club's facilities, services or equipment. If you fail to ask for instructions as to how to use the equipment, you assume the risk of injury associated with the misuse of such equipment.

**3.4 Medical Disclaimer.** Each member acknowledges that the Clubs have made no claims as to medical results that can or may be obtained through use of the Clubs' facilities, equipment or services. The Clubs do not have the training, authority or expertise to provide medical treatment or related advice to members.

**3.5 Activity Risk.** Any strenuous athletic or physical activity involves certain risks. By signing this agreement, you represent that you understand and you acknowledge that there are risks associated with the use of a health club and the use of fitness equipment and that free weights pose a risk of injury if not used correctly. We cannot guarantee that any facility or equipment is free of

risk. You agree to use care in the use of the Clubs' facilities, equipment and services and to protect against accidents by other members.

**3.6 Waiver and Release.** Because physical exercise can be strenuous and subject to risk of serious injury, you should consider undergoing a physical examination with a doctor before using any exercise equipment or participating in any exercise activity. You (each member, guest and all participating family members) agree that if you engage in any physical exercise or activity, or use any club amenity on the premises or off premises, including any sponsored club event, you do so entirely at your own risk. You agree that you are voluntarily participating in these activities and use of these facilities and premises and assume all risks of injury, illness or death.

This waiver and release of liability includes, without limitation, all injuries which may occur as a result of, (a) your use of all amenities and equipment in the facility (b) your participation in any activity, including, but not limited to, classes, programs, personal training sessions or instruction and (c) the sudden and unforeseen malfunctioning of any equipment.

You acknowledge that you have carefully read this "waiver and release" and fully understand that it is a release of liability. You expressly agree to release and discharge the health club and all affiliates, employees, agents, representatives, successors or assigns, from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the club for personal injury you may sustained while using the facilities at the club as previously set forth herein. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the club, its agents and employees.

If any portion of this release from liability shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from.

By signing below, you acknowledge that you understand the content of the Waiver and Release and agree to such terms.

**3.7 Prevailing Party.** In the event that you commence an action against a Club or any of its affiliates and fail to obtain judgment or receive partial judgment, you shall be liable to the Club for all costs and expenses the Club or its affiliates incur in the defense of the action or any claims on which you did not prevail, including attorney's fees. You agree to pay all costs plus reasonable attorney's and collection fees in connection with TSI's collection of any amounts owed by you.

**3.8 Loss of Property.** The Clubs shall not be liable for the disappearance, loss or theft of, or damage to personal property, including money, negotiable securities, or jewelry. In no event shall any Club's liability for disappearance, loss, theft, or damage thereof exceed the lesser of the actual value or \$100.

### 4.0 MISCELLANEOUS

**4.1 Non-Discrimination.** The Clubs will not discriminate against any person because of sex, race, creed, age, color, sexual orientation, national origin or ancestry in considering applications for, or have taken other actions in connection with, membership in the clubs.

**4.2 Use of Photographic Likeness.** By signing this Agreement, the member grants the Clubs the right to use their

photographic likeness for promotional purposes, including, without limitation, for online usage and marketing materials.

**4.3 Waiver.** It is understood and agreed that no failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise or the exercise of any right, power or privilege hereunder.

**4.4 Enforcement.** If any provision of your contract is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provisions of the contract, which shall remain in full force and effect, and the provisions held invalid or unenforceable shall be deemed modified so as to give such provisions the maximum effect permitted by applicable law.

**4.5 Governing Law; Jurisdiction.** These terms and conditions shall be governed in all respects by the substantive laws of the state in which the cause of action arises, without regard for conflict of law principles of such state. With respect to personal jurisdiction, you hereby irrevocably submit to personal jurisdiction in any action brought in any court, federal or state having subject matter jurisdiction arising under this contract within the location set forth below, and you hereby waive, to the fullest extent permitted by law, the defenses of lack of personal jurisdiction, inconvenient forum, and improper venue to the maintenance of any action. You hereby waive your right to a trial by jury.

State of Where Cause of Action Arises	Venue/Jurisdiction
Connecticut	Fairfield County, CT
District of Columbia	District of Columbia, DC
Maryland	Montgomery County, MD
Massachusetts	Worcester County, MA
New Jersey	Bergen County, NJ
New York	County of Westchester, NY
Pennsylvania	Bucks County, PA
Rhode Island	Providence, RI
Virginia	Fairfax County, VA

## MEMBERSHIP

You understand that your agreement will continue month to month until you cancel it by providing notice as described below at any time prior to the next monthly billing cycle. You will continue to have the services provided under this agreement until the end of the billing cycle in which notice is given. In using the health and fitness club, you agree to comply with all of the rules and regulations of Town Sports International, LLC and the health clubs it owns and operates, which rules and regulations are posted on our website and/or are available at the club, and may change from time to time. By becoming a member, you acknowledge that you (i) have no medical or physical condition or history which would prevent you from using all or any of the clubs' facilities, equipment and/or services, and (ii) have not been instructed by any physician not to use any of the clubs' facilities, equipment and/or services. Subject to the cancellation rights set forth herein, this application shall become a binding agreement when submitted by you.

Once submitted, a copy of your agreement will be available in your on-line account information.

## Cancellation Rights:

You may cancel your membership at any time after your Commitment Period, if any, by (1) giving notice at the club and obtaining a cancellation receipt, or (2) sending a written notification by certified or registered mail to the club at the address set forth above. Your cancellation will be effective 45 days after you provide proper notice of cancellation, and you will continue to have the services provided under this agreement and be billed accordingly until the end of the 45 day notice period. You will also forfeit the balance of the Annual Fee and any Enrollment Fee paid.

In addition, if you cancel your agreement before your Commitment Period or any renewal thereof expires for reasons other than provided in your agreement contract, you will also be charged a cancellation fee of \$99.95.

## BABYSITTING MEMBERSHIP

You understand that your agreement will continue month to month until you cancel it by providing 30 days' written notice of cancellation to the club where your agreement is held or to TSI Member Services, One Highpoint Drive, Chalfont, PA 18914. You also understand that your Babysitting Service

Agreement is not transferable. You understand that TSI's babysitting service is not a licensed day-care center. You further understand that there is more information concerning TSI's babysitting rules available on TSI's website ([www.mysportsclubs.com](http://www.mysportsclubs.com)) and I agree to read and comply with these rules.

## PERSONAL TRAINING MEMBERSHIP

You acknowledge that you have received and will comply with the rules and regulations of Town Sports International, LLC and the health clubs it owns and operates. You understand that, subject to the cancellation rights described below, your Personal Training Membership is for a minimum of 3 months. You understand that you may cancel your Personal Training Membership 30 days prior to the end of the three-month contract term. If you do not cancel your Personal Training Membership, it will continue on a monthly basis until you cancel by giving 30 days written notice to the club where your agreement is held or to TSI Member Services, One Highpoint Drive, Chalfont, PA 18914. You also understand that your Personal Training Membership is not transferable. If you cancel this agreement before my three month commitment period expires for reasons other than as stated below, you understand that you will be charged a cancellation fee equal to the lesser of (i) \$150 or (ii) one month's monthly dues (depending on the membership selected). You also understand that it is your responsibility to schedule the committed number of training sessions each month and that any unused sessions in any month will not carry over to a subsequent month.