



# membership agreement

## Terms and Conditions

Member Name (print): \_\_\_\_\_  
 CN Membership #: \_\_\_\_\_

### 1.0 FEES AND PAYMENTS.

**1.1 Returned Payment Penalty.** You will automatically be charged any bank fee imposed on any of the Clubs, 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 also reserves the right to require a member to leave for the day if, in the Club's reasonable judgment, 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 chose to use clubs or services outside of your membership privileges.

**2.3 Membership Freeze.** Members may put their membership on hold (a/k/a, a "freeze") for any reason for a minimum of one month, a maximum of 12 months or any number of whole months in between. You must notify the Club, in writing, at the address set forth on the membership agreement, of the dates you wish to put your membership on hold and by signing a "Freeze Form." During this freeze period you will not be billed your regular monthly dues and you may not use the Club or any of its programs or services. Where permitted, you will be charged a fee of \$15 for each month that you remain on hold. Following the expiration of your freeze period, you will automatically be billed your regular monthly dues. Your commitment period will be extended by the amount of time your membership is on hold.

**2.4 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 such 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, then you assume the risk of injury associated with the misuse of such equipment.

**3.4 Medical Disclaimer.** Each member has been informed and 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 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 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.

**3.7 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 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 thereof preclude any other or further exercise thereof 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 so 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

Connecticut  
 District of Columbia  
 Maryland  
 Massachusetts  
 New Jersey  
 New York  
 Pennsylvania  
 Rhode Island  
 Virginia

Venue/Jurisdiction

Fairfield County, CT  
 District of Columbia, DC  
 Montgomery County, MD  
 Worcester County, MA  
 Bergen County, NJ  
 County of Westchester, NY  
 Bucks County, PA  
 Providence, PA  
 Fairfax County, VA

The minimum age for club membership is 18 unless parental permission and a Club's consent are given. I have read and agree to the Terms and Conditions section of this Agreement.

\_\_\_\_\_  
 Signature of Member (if 18 years or older)      Date: \_\_\_\_\_

\_\_\_\_\_  
 Name of Member (print)