



MEMBERSHIP CONTRACT

RETURN FORMS BY:

EMAIL agmasters@asphaltgreen.org • IN PERSON AT THE FRONT DESK

QUESTIONS:

Call Jamie Valentinetti at 212.369.8890 x2350

FOR OFFICE USE ONLY	<input type="checkbox"/> MEMBER <input type="checkbox"/> NON-MEMBER	LENGTH:	BEGIN: / /	END: / /
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ASPHALT GREEN MEMBER 12-MONTH INITIAL AGREEMENT \$58 /MONTH

NON-MEMBER 12-MONTH INITIAL AGREEMENT \$145 /MONTH

Did someone refer you to Asphalt Green Masters? NAME:

ATHLETE'S LAST NAME	FIRST NAME	M.I.	BIRTH DATE
ADDRESS			APT. #
CITY		STATE	ZIP CODE
CELL PHONE	EMAIL ADDRESS	USMS # (REQUIRED)	

EMERGENCY CONTACT

NAME	RELATIONSHIP	PHONE
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MEDICAL AGREEMENT WAIVER

1	Has your doctor ever said you have heart trouble?	<input type="radio"/> YES	<input type="radio"/> NO
2	Do you frequently have pains in your heart and chest?	<input type="radio"/> YES	<input type="radio"/> NO
3	Do you often feel faint or have spells of severe dizziness?	<input type="radio"/> YES	<input type="radio"/> NO
4	Has a doctor ever said your blood pressure was too high?	<input type="radio"/> YES	<input type="radio"/> NO
5	Has your doctor ever told you that you have a bone or joint problem such as arthritis that has been aggravated by exercise or might be made worse by exercise?	<input type="radio"/> YES	<input type="radio"/> NO
6	Is there any good physical reason not mentioned here why you should not follow an activity program even if you wanted to?	<input type="radio"/> YES	<input type="radio"/> NO
7	Are you over age 65 and not accustomed to vigorous exercise?	<input type="radio"/> YES	<input type="radio"/> NO

SIGNATURE:	INITIAL:
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PAYMENT AND OPTIONAL DONATION

American Express Discover MasterCard Visa Check Make check payable to Asphalt Green, Inc.

AMOUNT / MONTHLY PAYMENT

NAME AS IT APPEARS ON CREDIT CARD	CREDIT CARD NUMBER	EXPIRATION DATE
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GIVE THE GIFT OF SPORTS AND FITNESS*

Yes! I would like to support Asphalt Green's free community programs and their mission to bring sports and fitness to all New Yorkers!

DONATION

* Your contribution is 100% tax-deductible within the limits prescribed by law.

A copy of Asphalt Green's latest annual financial report may be obtained, upon request, from Asphalt Green or from the New York State Attorney General's Charities Bureau, Attn: FOIL Officer, 120 Broadway, New York, New York 10271.

My gift is made in honor of: _____ This gift will be matched by (COMPANY NAME): _____

EFT FREEZE | AUTO ROLLOVER | RIDER

I understand that this membership rider authorizes Asphalt Green to charge monthly payments on the account provided and post the payments to the account using Electronic Funds Transfer (EFT). I understand this agreement cannot be cancelled for a minimum period of 12 months, except as specifically provided for in this agreement. After that time, I understand this agreement becomes a monthly contract, cancelable upon my written & signed request 30 days prior to my next billing date. Verbal or telephone cancellations are not valid, and no cancellation will be processed without the return of membership card(s). In no case shall monthly payments be retroactively refunded. All cancellations should be emailed to agmasters@asphaltgreen.org. Billing changes will become effective 30 days following notification. If you request your membership be frozen you will be billed during your freeze and the time will be added to the end of your membership. A \$35 freeze charge applies to all non-medical freezes.

I have read and agree to the provisions listed on the reverse side of this contract, and confirm that the information given above is correct. Any false or incorrect statements may jeopardize membership. The staff of any activity shall have the right to exclude from participation any individual who in the staff's opinion should not physically participate in the activity. Asphalt Green reserves the right to close a program or activity as the result of limited enrollment, emergencies, unforeseen circumstances, or events beyond its control. Asphalt Green does not discriminate against any persons because of race, religion, ethnic origins, disability, sexual orientation, or age.

SIGNATURE	DATE
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TERMS AND CONDITIONS

MEMBERSHIP: The Member shall be the sole owner of the Membership. The Membership is not transferable except as set forth below. The Membership shall entitle the Member to the use of the facilities at Asphalt Green, at such times, and to such extent applicable to the kind of Membership purchased, as specified on the front page of this Contract, which definitions of Membership are incorporated in and made a part hereof. A valid membership ID card is required for access to and use of the facilities. A non-refundable fee of \$10 will be charged for replacing a membership ID card. Member must be 18 years of age or older, proof may be required.

RIGHT OF CANCELLATION: A. You may cancel this Contract for any of the following reasons: 1. If upon a doctor's order, you cannot physically receive the services because of a significant physical disability. 2. If you die, your estate shall be relieved of any further obligation for payment under the contract not then due and owing. 3. If you move your residence or place of business more than 25 miles from Asphalt Green. B. If Member cancels this contract pursuant to above (A.), Member will provide Asphalt Green with written substantiation of such grounds for cancellation. The prorated portion of the Membership Fee shall be refunded to Member within thirty (30) days after Asphalt Green's receipt of such written notice of cancellation, along with reasonable evidence for cancellation pursuant to the above reasons. Members on EFT payment must submit a written cancellation request, and that request must be received at least 30 days before the next EFT payment to ensure that they will not be charged for that next period. All cancellations are subject to a \$125.00 cancellation fee.

ASPHALT GREEN'S FREEZE POLICY: Memberships may be frozen or canceled according to the following rules: 1. All members may freeze their memberships once a year for personal reasons for a minimum of one month to a maximum of three months. The fee for this service is \$35. Please note: you will continue to be billed (EFT memberships), but the time of your freeze will be added onto your membership. 2. All members may freeze their memberships for medical reasons for a minimum of one month to a maximum of six months. There is no fee for this service; however, a doctor's note is required at the time of your medical freeze request. The note must explicitly state that you are unable to exercise for the time you are requesting frozen. Please note: you will continue to be billed (EFT memberships), but the time of your freeze will be added onto your membership.

MEMBERSHIP RATE: Asphalt Green reserves the right to change the Membership rates. Such changes will not retroactively effect Member herein during the pre-existing term of the Membership Agreement. In addition to the cost of Membership, Member shall also pay additional fees for certain classes, programs, and services that are not specified in the description of the Membership purchase. All times, fees, rules, and regulations are subject to change by Asphalt Green management at its sole discretion.

DAYS CLOSED: Members agree that Asphalt Green facilities may be temporarily closed on legal holidays, special events, and for up to two weeks per year for maintenance purposes. Asphalt Green reserves the right to close early on other holidays. If the use of Asphalt Green facilities and/or equipment are limited due to malfunctioning of any or all of the center's equipment, provided Asphalt Green takes steps reasonably required to restore full use of the facilities, Asphalt Green has no obligation to extend the term of the Membership Agreement or to otherwise compensate Members as a result thereof. Asphalt Green will post facility hours.

ASPHALT GREEN'S RIGHT TO REVOKE MEMBERSHIP: Member has been informed and understands that Asphalt Green may revoke the Membership in the event of Member's 1. Material breach of any of the provisions of this Contract or of Asphalt Green's rules and regulations; or 2. Generally undesirable behavior, which shall be determined by Asphalt Green at its sole discretion.

RULES AND REGULATIONS: This Contract is subject to the rules and regulations established by Asphalt Green including those delivered to you with this Contract, receipt of which you hereby acknowledge. The Member understands that Asphalt Green reserves the right to make reasonable rules and regulations for the operation of its facilities and that the rules and regulations may be changed or amended by Asphalt Green in its sole discretion from time to time without notice. Member agrees to abide by all rules and regulations promulgated by Asphalt Green.

MEDICAL DISCLAIMER: Member represents that Member is in good health and that Member has no health condition, illness, or communicable disease that may make Member's use of Asphalt Green therein injurious to Member or other users of Asphalt Green. If Member should develop any such conditions, illness or disease during the term of contract period, Member promises to discontinue his or her membership until Member has received an appropriate medical release from Member's doctor authorizing Member to continue using the facilities. Member further promises to indemnify and hold Asphalt Green and The City of New York harmless from all liability, damages, costs, and expenses including, without limitation, reasonable attorney's fees which Asphalt Green or The City of New York may incur if Member or any third party should sustain injury or damage while using the facilities, which is caused in any way by Member's condition, illness, or disease. Member has consulted with Member's physician and has received approval for Member's intended use of Asphalt Green's facilities and equipment.

NO CLAIMS BY ASPHALT GREEN AS TO MEDICAL RESULTS TO MEMBER: Member understands that Asphalt Green has made no claims as to medical results which Member might obtain through the use of Asphalt Green facilities and that Asphalt Green has not and will not suggest any medical treatment(s) to Member. Member does not have any medical or physical condition which would prevent or preclude Member from utilizing all or any of Asphalt Green's facilities and that Member has not been instructed by any physician not to use any of the facilities. Please take notice that if Member has any chronic physical disability or medical condition, Member may be at great risk in using Asphalt Green facilities.

MEMBER'S ASSUMPTION OF RISK: Member is aware that the use of Asphalt Green's facilities involves certain risks of injury and Member expressly assumes the risk and responsibility for any and all accidents or injuries of any kind which Member may sustain by reason of Member's physical exercise and use of Asphalt Green facilities. Member hereby releases, discharges, and absolves Asphalt Green and The City of New York, their respective agents, officers, and employees, from any and all liability, loss, costs, or expenses (including attorneys fees and disbursements) incurred by Member as a result of any accident and/or injury except to the extent an accident or injury is caused by or results from the negligence or willful misconduct of Asphalt Green or The City of New York, their respective agents, officers, or employees. Asphalt Green is not responsible for any lost or stolen items.

MEMBER'S RIGHT TO ASSIGN: Member will not sell, assign, or transfer Member's rights under this Contract, Member's Membership, or any other right or privilege stated in this Contract, unless the following conditions are satisfied by Member: 1. It shall be Member's sole obligation to find a substitute member; 2. Member shall pay Asphalt Green a \$50 assignment fee at the time of transfer to the substitute member; 3. Member shall return to Asphalt Green the unexpired ID Card and Member's copy of the Contract; 4. Member shall authorize the assignment of Membership by prior written notice to Asphalt Green; 5. The substitute member must satisfy Asphalt Green's requirements for Membership; 6. No assignment occurs at least sixty (60) days before the expiration date of the Member's Membership; 7. Member and the substitute member shall sign Asphalt Green's assignment form; and 8. Member may only assign the entire portion of the Term remaining under Member's Contract. The substitute member may not thereafter further assign his or her Membership.

MISCELLANEOUS PROVISIONS: This Contract is governed by and shall be construed by the laws of The State of New York applicable to agreements to be wholly performed in New York. Any Dispute herein shall be resolved in a Court located in The County of New York, State of New York, and both parties consent to the jurisdiction of such Court. A waiver by either Asphalt Green or Member of any term or condition of this Contract in a particular instance shall not be considered a waiver of such term or condition for the future. Member understands that this Contract represents the entire agreement between Member and Asphalt Green concerning the subject hereof; that this Contract may not be changed, amended, or any provision waived, except by a written document signed by Member and Asphalt Green and that Asphalt Green has made no representations to Member other than those expressly contained in this Contract. In this connection, it is understood and agreed that employees and agents of Asphalt Green are not authorized to make any change in this Contract or to make any independent agreement with Member unless such agreement is in writing, constitutes an amendment to this Contract, and is duly executed by Asphalt Green's Management. If any provisions of this contract shall be held void or unenforceable, the remaining provisions of this Contract shall continue in full force and effect.

DISCLOSURE REQUIREMENT FOR SOLICITATION: A copy of Asphalt Green's latest annual financial report may be obtained, upon request, from Asphalt Green or from the New York State Attorney General's Charities Bureau, Attn: FOIL Officer, 120 Broadway, New York, New York 10271.

PHOTOGRAPHY CONSENT FORM: For valuable consideration herein acknowledged as received, I hereby grant to Asphalt Green, Inc. and/or its legal representatives and assigns, the irrevocable, absolute and unrestricted right to use and publish the likeness, portraits, photographs films or videos of me, or in which I may be included, for editorial, trade, advertising and any other purpose and in any manner and medium, and to copyright same. I hereby release Asphalt Green, Inc. and its legal representatives and assigns from all claims, royalties and liability relating to the use of said likeness, portraits, photographs or films/videos.