

Interest: __Golf __Tennis

Payment method_____

Member #_____



TENNIS & GOLF
1301 E. 47th Street • Chicago, IL 60653
773-548-PLAY (7529)
www.xstennis.com

MEMBERSHIP AGREEMENT

_____ Adult \$150 _____ Family \$275 _____ Junior \$75 (18 yrs and younger)

PLEASE PRINT

FIRST NAME MIDDLE NAME LAST NAME

HOME ADDRESS CITY STATE ZIPCODE

HOME PHONE HOME FAX NUMBER EMAIL ADDRESS

BIRTHDATE GENDER HOME EMAIL ADDRESS

PARENT/GUARDIAN PHONE

PARENT ADDRESS if different from child CITY STATE ZIPCODE

BUSINESS PHONE BUSINESS FAX NUMBER EMAIL ADDRESS

In case of emergency, please contact PHONE

Shirts Size Pants Size Shoe Size

AUTHORIZATION FOR RECURRING CREDIT CARD PAYMENTS AND LATE CANCELLATIONS

I hereby authorize XS Tennis Inc. to charge my _____ [] MasterCard [] VISA [] American Express [] Discover

Account #: _____ Expiration Date: _____

For membership dues and all other XS Tennis Inc. charges. I understand that it is my responsibility to make sure that the credit card and number listed on this agreement are current and valid. If, for any reason, the XS Tennis Inc. charges are not accepted by the credit card company, I understand that a \$10 service charge will be added to my bill and I am responsible for payment. This service charge may change from time to time with notice.

LATE CANCELLATIONS

I understand that I will be charged for any tennis courts, tennis lesson, golf lanes, or golf lessons that are cancelled less than 24 hours in advance. I give XS Tennis Inc permission to use the above credit card info for any late cancellation fees incurred during my membership term.

SIGNATURE_____

DATE_____

TERMS OF MEMBERSHIP

I understand that my membership is valid beginning October 1, 2008 and expires August 31, 2009. I understand that my membership only rewards me access to the Tennis and Golf Area, as well as use of the lockers room and showers upon showing a valid Xs Tennis and Golf membership. If I decide to cancel my membership I will provide the Club with a written notice of my intention to cancel on or before the seventh day after acceptance, and I will return my membership card(s) to the Club. Upon acceptance of this Agreement by the XS Tennis, I will receive all membership rights and privileges. I agree to abide by all Policies, Rules and Procedures of the Club, which are subject to change without notice. I understand that I am not permitted to promote (verbally or physically) any competing tennis or golf programs inside the facility on the adjacent parking lot. I understand that members of the Bally's or XS Tennis & Golf, that are not apart of the XS Teaching staff, are not permitted to teach tennis or golf lessons, or carry more than 3 tennis balls on the tennis court at a time. I understand that, the Club reserves the right to raise dues with notice and other rates without notice at any time. I understand that my credit card on file will be charged for a private lesson if it appears that a lesson is being conducted by either party. I understand that my membership may be terminated by the Club if I am in violation of the Club Policies, Rules and Procedures, conduct myself in a manner which management deems inappropriate or disruptive to other Club members or staff or make false representation of information contained in this Agreement, or for any reason without notice at any time, whereupon I will return my membership card(s) to the Club. Notwithstanding the previous sentence, My membership fee will not refunded if my membership is terminated by management. The initial payment of membership and initiation fees is not refundable unless this Agreement is canceled in writing within seven days alter acceptance, or as otherwise provided by applicable law. I understand that I shall be responsible for and agree to pay any and all collection agency lees and attorneys' fees and costs incurred by the XS Tennis to recover any outstanding balance of Club charges that are owed by me. XS Tennis has the right to assign this Agreement and may close or relocate the Club at any time subject to the provisions of the Physical Fitness Services Act.

Waiver and Release

You (Buyer, Member, parent, spouse, or guest, as applicable) agree that if you are present for any reason, have interaction of any kind with or from anyone else, engage in ay physical exercise or activity or use any facility, on club property or elsewhere at a club-sponsored event or program, you do so at your own risk. You assume this risk for all likely and unlikely, reasonably and unreasonably expected experiences or occurrences. This includes, without limitation, your use of the equipment, locker room, tanning, showers, pool, whirlpool, sauna, steam room, parking area or sidewalk and your participation in any activity, class, program, personal training or other instruction now or in the future made available. You agree that you are voluntarily participating in these activities and using the activities, equipment, and facilities and assuming all risk of injury or you contraction of any illness or medical condition that might result there from or any damage, loss or theft of any personal property. You agree on behalf of yourself (and your personal representatives, heirs, executors, spouse, administrators, agents, assigns or others) to release and discharge us and Bally Total Fitness Corporation ("Bally"), our, and their affiliates, employees, agents, representatives, successors and assigns from any and all claim or causes of action arising out of our negligence or the negligence of Bally. This Waiver and Release of all liability include without limitation, injuries which may occur as a result of (a) your use of any facility or its improper maintenance, (b) your use of any exercise equipment which may malfunction or break, (c) our improper maintenance of any exercise equipment, (d) our negligent instruction or supervision, (e) our negligent hiring or negligent retention of any employee, (f) loss of consortium, (g) your slipping and falling while in the club or on the surrounding premises or (h) first aid, emergency treatment or any other services which are negligently rendered or failing to be rendered by released parties, emergency personnel or Good Samaritans, or our negligently preventing Good Samaritan from rendering first aid.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND RELASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY. IN ADDITON, YOU DO HEREBY WAIVE ANY RIGHT THT YOU MAY HAVE, BY OR ON BEHALF OF YOURSELF, YOUR SPOUSE OR ANY CHILD (MINOR OR OTHERWISE), TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST US OR BALLY FOR OUR OR THEIR NEGLIGENCE OR ARISING OUT OF OR RELATING TO PARTICIPATION BY YOU, YOUR SPOUSE OR CHILD IN ANY OF THE ACTIVITIES, OR USE OF THE EQUIPMENT, FACILITIES OR SERVICES WE OR BALLY PROVIDE AS DESCRIBED IN THIS PARAGRAPH , OR ON ACCOUNT OF ANY ILLNESS OR ACCIDENT, OR DAMAGE TO OR LOSS OF YOUR PERSONAL PROPERTY.

You agree to indemnify, defend and hold harmless Bally and us (and our affiliates, employees, agents, representatives, successors, assigns and others) from all claims, losses, damages, and causes of action to which we or Bally may be subjected arising from or relating to participation by Buyer, Member in any of the activities, or use of the equipment, facilities or services we or Bally provide, as further described in this Paragraph

Such indemnification will relieve Bally and us of the consequences of its own actions, inactions or negligence. You further agree to accept full responsibility for the cost of treatment for any injury to Buyer, Member, or the parent, spouse, child (minor or otherwise) or guest of Buyer or Member.

Signature_____

Date_____