



**Consumer's Right to Cancellation:** You may cancel this contract without any penalty or further obligation with written notice provided to Pinnacle Athletics within three (3) days from the contract date. 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 deciding. 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, therefore it need not post a bond or other form of financial security. In deciding whether to make your payments 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. Buyer acknowledges receipt of a fully completed copy of this contract executed by both buyer and seller and acknowledges all terms and conditions set forth on both sides of this contract. I authorize Pinnacle to charge my credit card or bank account on the 1<sup>st</sup> of each month and weekly thereafter, for all current and past due balances. I agree to pay all bank fees as stated above in connection with collecting any past due balances and any damage that I or my guests may cause to the grounds or facility at Pinnacle.

**ADDITIONAL MEMBERSHIP CONTRACT TERMS**

1. **CONSUMER'S RIGHT TO CANCELLATION: YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITH WRITTEN NOTICE PROVIDED TO Pinnacle Athletics WITHIN THREE (3) DAYS FROM THE CONTRACT DATE.** Notice of cancellation must be in writing, signed by the Buyer and mailed, by registered or certified U.S. mail to the Seller at the address indicated herein. Such notice shall be accompanied by the Contract forms, membership cards and any other documents or evidence of membership previously delivered to the Buyer. All moneys paid pursuant to this contract and any credit or loan agreements for such payment shall be refunded and returned by the Seller within 15 business days of receipt of such cancellation notice.
2. **Additional Rights to Cancellation:** You may also cancel this Contract for any of the following reasons:
  - a. If upon a doctor's order, you cannot receive the services due to a significant physical disability for a period more than six months.
  - b. If you die, your estate will be relieved of any further obligation for payment under the Contract not then due and owing. c. If the services of Pinnacle cease to be offered as stated in the Contract.
3. **COVID 19/ Health Warranty:** Member and buyer represent that Member is in good health and has no disability, impairment, medical condition, or illness preventing Member from engaging in exercise, use of Pinnacle Athletics facilities or that poses a health risk to other users of Pinnacle Athletics. Member and Buyer assume full responsibility for Member's medical condition as it relates to his/her ability to engage in exercise. Member and Buyer agree that Member will not use any Pinnacle Athletics facilities with open cuts, abrasions, sores, infections, contagious conditions, or maladies which may impose a health risk to others in accord with state and local health requirements. Pinnacle Athletics Management reserves the right to prohibit or limit the use of its facilities to Members with such conditions in accord with state and local health requirements.
4. **Assumption of Risk/Personal Injury:** Member and Buyer assume all risks and responsibility for any personal injury sustained by Member (and child/charge) as a result of his/her physical exercise, use of facilities and equipment, class participation and/or instruction by a personal trainer, coach or instructors, babysitting services and all other activities at Pinnacle Athletics. Member and Buyer release and discharge Pinnacle Athletics, its officers, employees, independent contractors, and agents from any and all liability, loss or expense (including legal costs) incurred by Member and Buyer as a result of such personal injury and use of facilities and services except to the extent that such injury results from the negligence or willful misconduct of Pinnacle Athletics, its officers, employees, independent contractors or agents.
5. **Personal Property Waiver:** Pinnacle Athletics urges Members not to bring valuable personal property into Pinnacle Athletics. Pinnacle Athletics, its officers, employees, independent contractors, and agents shall not be liable for the loss, theft of or damage to the Member's personal property located anywhere in Pinnacle Athletics, including all lockers, coat check, locker rooms, parking lot and grounds. Member and Buyer further agree to waive such at claims against Pinnacle Athletics, its officers, employees, independent contractors, and agents.
6. **Lockers:** Pinnacle Athletics reserves the right to remove and dispose of in the non-rented lockers without prior notice.
7. **Renewals:** All requests for membership renewals must be approved by and are at the sole discretion of Pinnacle Athletics. Renewal fees, terms, and conditions, as may be posted in the facilities, are at the sole discretion of Pinnacle Athletics and may be changed or modified without notice, at any time. Request for membership renewal must be received by Pinnacle Athletics must be received by Pinnacle Athletics no later than the expiration date of the existing membership. Renewals after the expiration date will be at the full membership price, including any application fees.
8. **Obligation to Pay:** Buyer will not be relieved of his/her obligation to make payments agreed to for Member's failure to use Pinnacle Athletics facilities. Member dues are for the time period designated and do not relate to actual usage of Pinnacle Athletics.
9. **Change of Name/Address:** Pinnacle Athletics must be notified, in writing, of any name or address change.
10. **Dishonored Check, Draft, Credit Card Charge or EFT Transfer:** If any check, draft, credit card charge or EFT Transfer payable to Pinnacle Athletics is not honored, Pinnacle Athletics will assess a \$25 collection fee for each such item; collect the current and past due amounts. Members who dispute credit card charges through their credit card providers will be charged an additional \$35 service fee per charge back if charges are legitimate and in accordance with the Buyer's contract agreement.
11. **Unpaid Balances:** All balances in arrears over thirty (30) days are subject to a monthly service charge. Any unpaid balance for membership fees, goods, or services past thirty (30) days may result in automatic suspension of club privileges and may be reported to third persons. Buyer is obligated to pay any collection and/or legal costs incurred by Pinnacle Athletics for collection. Pinnacle Athletics reserves the right to charge Debit/Credit Cards or Bank Accounts for all overdue balances and late fees. Pinnacle Athletics reserves the right to accelerate the initial 12 monthly payments plus the additional of \$100 service charge if the member defaults or becomes overdue for a period of more than 90 days.
12. **Rules, Regulations and Schedules:** Proper athletic attire must be worn at all times in all areas of Pinnacle Athletics except the locker rooms. Member agrees to abide by all Pinnacle Athletics rules, regulations, schedules and fees as may be posted in Pinnacle Athletics or issued orally. Pinnacle Athletics rules, regulations, schedules and fees are subject to change at Pinnacle Athletics' discretion.
13. **Right to Revoke Membership:** Pinnacle Athletics reserves the right to suspend or revoke membership, without refund of membership fees, for a breach of Pinnacle Athletics rules or regulations, violations of contract terms or generally undesirable behavior as determined by Pinnacle Athletics at its sole discretion.
14. **Facilities, Equipment and Services:** Pinnacle Athletics facilities, equipment, services, classes, days and hours of operation are subject to change at Pinnacle Athletics' sole discretion. As a result of repairs, maintenance or special events or occasions, Pinnacle Athletics may be required to restrict the use of the facilities, equipment, limit services or cancel one or more classes. Member agrees that there will be no reduction or refund of membership fees for such reasons. In case of long-term interruption of all services at Pinnacle Athletics (i.e. fire or other disaster) Pinnacle Athletics reserves the right to freeze memberships and add the lost time once services resume. All Pinnacle Athletics members must pay for any and all damages done to equipment, facilities, etc. and members will be held responsible to pay for any damages their guests may cause as well.
15. **Transacting Business:** No solicitation or conducting business of any kind is permitted at Pinnacle Athletics without the written approval of Management.
16. **Limitation of Membership Rights:** Membership shall entitle the Member to the use of Pinnacle Athletics facilities, as set forth in this Contract. Member and Buyer shall not have any rights regarding the operation of Pinnacle Athletics or services offered.
17. **Personal Training:** No personal training instruction may be conducted at Pinnacle Athletics without the written approval of Management.
18. **Entire Agreement:** This Contract constitutes the entire agreement between the parties. There is no reliance by Member or Buyer on any representations, oral or otherwise, not stated herein. No modification of this Contract will be effective unless it is in writing and signed by both parties.
19. **Contract Approval:** All Membership Contracts are subject to final approval by Pinnacle Athletics Management. Pinnacle Athletics reserves the right to refuse this contract for any reason at our sole discretion.
20. **Governing Law:** This Contract will be interpreted in accordance with the laws of the State of New York. If any provision of this Contract is deemed invalid, the same will not affect the enforcement of any other provision of this Contract.
21. **Billing on File:** All members must have valid and current billing information on file at all times. Members cannot have a monthly billing membership without valid and active account or credit card on file. If member fails to provide Pinnacle Athletics with proper billing information, member agrees to forfeit their lower monthly billing rate and pay a higher, paid in full rate if valid billing information fails to be provided immediately.
22. **State Sales Tax:** Should New York State choose to add a state sales tax to gym memberships, the tax will automatically be added to the member's monthly dues.
23. **Additional Charges:** Buyer may be charged \$3 for replacing account/individual key cards.
24. **Photography Release:** I understand that once I, or my family members, image(s) have been captured, they may be posted on the Pinnacle Athletics Website or social media platforms, the image can be downloaded by any computer user on or off the premises of the Sports Complex. Pinnacle Athletics also reserves the right to discontinue use of photos without notice. I also understand that my photo must be taken in order to obtain a membership card.

Buyer's Signature

Pinnacle Staff Member

Date

Mark with an X the days of attendance

Weeks	Monday	Tuesday	Wednesday	Thursday	Friday	Total
Week 1 6/28-7/2						
Week 2 7/5-7/9						
Week 3 7/12-7/16						
Week 4 7/19-7/23						
Week 5 7/26-7/30						
Week 6 8/2-8/6						
Week 7 8/9-8/13						
Week 8 8/16-8/20						
Week 9 8/23-8/27						