**FIT (Families in Training) Membership Policy**

**Purpose**

As part of our goal to keep employees healthy and active, New York Sports Clubs and our Family of Brands (NYSC) offers complimentary **FIT** (**F**amilies **I**n **T**raining) memberships.

**Policy**

Employees who work at least 16 hours per week may enroll their spouse (or domestic partner) and dependent children under age 26 in a FIT membership after 60 days of employment.

Group exercise instructors may qualify if they regularly work 5 or more hours per week (subbed classes count in total hours) for at least a 60-day period.

FIT membership enrollment and termination is managed by the Benefits department in partnership with Club Support. Once the family members are enrolled, they will need to download the SportsClubs App and check in each time they visit a club.

**Required Documentation needed to enroll your Spouse or Domestic Partner:**

* Marriage Certificate / Domestic Partner Order

If you cannot provide the required document above, you must produce evidence that you reside at the same address and one of the following:

* Joint Lease / Joint Mortgage / Joint ownership of a residence
* Joint Bank Account / Joint Credit Card / Joint ownership of motor vehicle
* Designation of spouse/spousal equivalent as beneficiary on life insurance policies offered through NYSC

**Required Documentation needed to enroll your Dependent Child(ren):**

* Birth Certificate showing employee’s name as parent or;
* Most recent tax return that shows child listed as son or daughter

If you cannot provide either of the documents above, please reach out to Benefits for alternate forms of acceptable proof.

**Access Privileges for FIT membership:**

FIT memberships are subject to the same rules of conduct and guidelines as the complimentary gym membership offered to our team members. The FIT membership can only be used during off-peak times in any of our clubs and will not enable FIT members to participate in any Group Exercise classes that require a sign up. FIT membership participants are able to purchase personal training packages, and other club services, at the regular member rate.

FIT membership participants are expected to exercise good judgment while they are working out in one of our clubs. Behavior that is inconsistent with our values and guiding principles will not be tolerated. Managers reserve the right to deny access or revoke membership if they believe the FIT membership participant has violated any of the conduct rules governing membership.

**Procedure:**

To activate your FIT membership:

* Contact the Benefits department at Benefits@nysc.com or at (914) 347-4009 ext.1477 to confirm eligibility and request the enrollment paperwork.
* Send completed forms and copies of the documentation listed above to Benefits@nysc.com.
* The FIT membership participants will need to download the SportsClubs App and log in using their email address.

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| FIT (Families in Training) Membership Application |
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| **Employee Name:** \_ |
| IF ADDING SPOUSE OR DOMESTIC PARTNER, PLEASE COMPLETE #1 and #2 |
| **1 A** [ ]  | I am married and will provide a copy of my marriage certificate **OR** |
|  **B** [ ]  | I have a registered domestic partner or have entered into a civil union pursuant to the state laws where we reside. I will provide a copy of our domestic partner order or civil union certificate **OR** |
|  **C** [ ]  | I am not married or in a registered domestic partnership but will provide the following (please check two):[ ]  Joint Mortgage/Lease[ ]  Joint Ownership of a Motor Vehicle[ ]  Joint Bank Account/Credit Card/Bill[ ]  Designation of spouse/domestic partner as beneficiary for life insurance with NYSC |
| **2** [ ]  | **AND**We confirm the following:[ ]  Both of us are at least eighteen (18) years of age or older[ ]  We are not blood related[ ]  We live together permanently[ ]  Neither of us are legally married to anyone else and are each other’s sole spouse/domestic partner |
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| **IF ADDING DEPENDENT CHILDREN UNDER AGE 26, PLEASE COMPLETE #3** |
| **3** [ ]  I am adding my child(ren) and will provide a birth certificate showing my name as parent or most recent tax return that shows child(ren) listed as son or daughter |
| **Acknowledgements and change in spouse/domestic partner status:**We understand that any false or misleading statements made in order to receive the FIT membership for which we do not qualify may subject the team member employed by NYSC to disciplinary action, including immediate termination of employment, and an obligation to reimburse NYSC for any costs involved in providing the FIT membership. We have provided the information in this statement for the sole purpose of determining our eligibility for NYSC controlled FIT membership. We understand that this information will be held confidential insofar as the law allows and will otherwise be subject to disclosure only upon our expressed written authorization. We understand that, as with any policy or program, in its sole discretion, to amend or terminate this program at any time to interpret any of the provisions of this program. We also understand that if the employee no longer meets eligibility requirements, then the FIT membership will be cancelled immediately and that dependent memberships will canceled be upon reaching age 26. We agree to notify Benefits Department in writing if there are any changes in our status as a spouse/domestic partner as certified in this statement that would make the spouse/domestic partner no longer eligible for the FIT membership (for example, a change in joint residence or if no longer each other’s sole spouse/domestic partner). We will notify Benefits Department in writing within thirty (30) days of such change by filing a statement of termination of FIT membership, which will make the spouse/ domestic partner no longer eligible for NYSC’s complimentary FIT membership. The statement of termination shall affirm that the membership is terminated as of its date of execution. After such termination, the employee understands that a subsequent FIT membership cannot be filed until one (1) year after a statement of termination of FIT membership has been filed with Benefits Department.We have read and understand the terms and conditions contained in this statement of FIT membership and NYSC’s policy regarding FIT membership. |
| Employee’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_ (For Hourly Employees) Manager’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_  |
| **Spouse or Domestic Partner’s Information:** |
| Name: Phone: Email:  |
| **Child(ren)’s Information:** |
| Name: Phone: Email: Age: Name: Phone: Email: Age: Name: Phone: Email: Age:  |

**TERMS 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**

* 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. **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.
	3. **Freeze.** Members may put their membership on hold (a/k/a, a “freeze”) for any reason after the first 90-days from the agreement start date 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. 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.
	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.
	5. **Age.** The minimum age for club membership is 18 unless parental permission and a Club’s consent are given.

**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 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.

* 1. **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.
	2. **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.
	3. **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 to conflict of law principles of such State. With respect to venue and personal jurisdiction, the parties to this agreement hereby agree to submit to personal jurisdiction in any action brought by either party brought in any court, Federal or State having subject matter jurisdiction arising out of the contract within the location set forth below, and you hereby waive, to the fullest extent permitted by law, the defenses of personal jurisdiction, inconvenient forum, and improper venue to the maintenance of any action. The parties also agree to waive their right to a trial by jury.

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| State Where Cause of Action Arises | Venue/Jurisdiction |
| 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 |

**5.0 DISPUTE RESOLUTION**

**5.1 Agreement to Arbitrate all Disputes**. In the event of any dispute between you and the Club related to this Agreement, you and the Club consent to arbitrate that dispute before a single Arbitrator under the then current rules of the American Arbitration Association in a location within 30 miles of the Club, rather than litigate the dispute in court. In addition, you agree not to participate in a class action, a class-wide arbitration, claims brought in a representative capacity, or consolidated claims involving another person’s account, if the Club is a party to the proceeding. The Arbitrator shall interpret and determine the validity of the arbitration provision, including unconscionability. If the arbitrator finds that the arbitration agreement, including class waiver, is unenforceable, in whole or part, the entire arbitration provision shall be null and void and either party may file the action in court.

**5.2 Prevailing Party.** In the event that you commence an arbitration or other 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 NYSC’s collection of any amounts owed by you.

Spouse/Domestic Partner’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_