

CORPORATE MEMBERSHIP AGREEMENT

Current Bally Member _____

New Bally Member _____

NJFMBA (sponsor) Members

Name _____

Local # _____

e-mail address _____

Member, _____ represents, acknowledges and agrees with Bally Total Fitness Corporation ("Health Club", "we" "our") that:

1. Member is employed by NJSEFMA ("Employer") or is a qualifying family member as of the date below. Employer has purchased or sponsored Member for a corporate Membership. Membership privileges shall be in effect upon receipt of this signed and dated Corporate Membership Agreement and are subject to the terms of purchase between Health Club and Employer. Membership privileges discontinue in the event Member's employment terminates.

2. Member agrees to be subject to all rules and regulations of the Health Club now in force or adopted in the future, including those governing use of Health Club facilities and equipment, and dress code. Member agrees not to create any nuisance, disturbance or harass or threaten other members, guests or club personnel or commit acts of moral turpitude or fraud while using Health Club facilities. Breach of any rule or regulation will result in revocation of privileges. We reserve the right at any time to alter the hours of operation, and the right to amend the cost of, add, modify and/or eliminate any program, facility, activity, class, or service in our sole discretion. Classes and equipment are available subject to demand and may be crowded at peak hours or may be discontinued or times changed if demand fluctuates.

3. A \$10.00 service fee will be charged to replace a membership card with an affidavit of the relevant circumstances.

4. The Health Club membership is not transferable. Member may not loan, sell, assign or transfer a membership card or membership. Any attempted loan, sale, assignment or transfer is null or void and Member's privileges may be revoked.

5. Member should consult with his/her physician before using the Health Club services and facilities in all events including a history of heart disease. Member understands and acknowledges that Health Club has no expertise in diagnosing, examining or treating any medical condition. Member agrees he/she will not use the facilities with any medical condition including infections, maladies or inability to maintain personal hygiene, if such condition poses a direct threat to the health or safety of Member or others, and agrees he/she will use the facilities in accordance with all applicable public health requirements. It is Member's responsibility to consult with his/her physician to determine if any of these medical conditions exists and, if so, whether such condition poses a direct threat to the health or safety of Member or others. Health Club reserves the right, however, to make the final determination in this regard.

6. Member agrees that the Health Club will not be responsible for any loss, theft or damage of personal property.

7. **Waiver and Release.** (Not applicable in RI, NY, or MA.) You (Buyer, Member, parent, spouse, or guest, as applicable) agree that if you engage in any physical exercise or activity or use any facility on a club's premises, you do so at your own risk. This includes, without limitation, your use of the equipment, locker room, showers, pool, whirlpool, sauna, steamroom, parking area, or sidewalk and your participation in any activity, class, program, personal training or instruction now or in the future made available. You agree that you are voluntarily participating in these activities and using the equipment and facilities and assuming all risk of injury or your contraction of any illness or medical condition that might result therefrom 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 and assigns or others) to release and discharge us (and our affiliates, employees, agents, representatives, successors and assigns) from any and all claims or causes of action arising out of our negligence. This Waiver and Release of all liability includes, 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, and (g) your slipping and falling while in any club or on the surrounding premises. YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY. IN ADDITION, YOU DO HEREBY WAIVE ANY RIGHT THAT 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 FOR OUR 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 PROVIDE AS DESCRIBED IN THIS PARAGRAPH, OR ON ACCOUNT OF ANY ILLNESS OR ACCIDENT, OR DAMAGE TO OR LOSS OF YOUR PERSONAL PROPERTY.

Membership Plan: Sports Premier Term: 12 months Corporate ID # _____

Bally Member Signature _____ Gender M / F Date _____
(Parent/Legal Guardian Signature for Minor)

Address _____ DOB _____
Street Address Apt # City State Zip

Telephone: _____ (Day) (_____) _____ (Evening)

Health Club Signature: Employee Name /No. Esther Mermelstein #693125, Phone -212-563-2907 © 2004 Bally Total Fitness Corp All Rights Reserved.