

24/7 Family Fitness Sharon Badminton Club Membership Agreements

Type of Membership: (circle only one): VIP _Tue+Sat _Thur+Sat _Tue+Thur _Tue only _Thur only _Sat only

Join Date: _____, 2020

Date of Expiration: October 30, 2021

This Agreement made between Martini Fitness Corp. a Massachusetts Corporation, having a principal place of business at 333 Tosca Drive, Stoughton MA 02072, 24/7 Family Fitness (hereinafter "24/7") and the undersigned (hereinafter "Member"). 24/7 and Member of Sharon Badminton Club (hereinafter "SBC") agree as follows:

1. Upon execution of this Agreement, the SBC Member shall pay the sum of membership fees defined by the "Rules and Guidelines for Sharon Badminton Club" (hereinafter the "Membership fee") to 24/7. The payment to 24/7 is final, and not refundable.
2. In consideration of the Membership fee, 24/7 hereby grants to the Member a 24/7 SBC Membership. A membership entitles the member to use the basketball court within its facilities at 333 Tosca Drive, Stoughton, MA 02072 exclusively for playing badminton on three World Badminton Federation (BWF) standard courts. The play sessions agreed between the club and 24/7 are 6:30 pm to 9:00 pm on Tuesdays and Thursdays and 4:30 pm to 9:30 pm on Saturdays for a period of 12 months, from October 27, 2020, to October 30, 2020 (hereinafter the "Membership Term").
3. The Member agrees to abide by such reasonable rules and regulations as now in effect or as may hereinafter be established by 2/7 and SBC and not to act in any manner which would prevent the safe and peaceful use of the 24/7 Facilities and enjoyment of badminton play of any other Members.
4. "Rules and Guidelines for Sharon Badminton Club" defines membership and associated cost of a SBC membership. It also specifies how playing times are distributed among members.
5. 24/7 is responsible for the maintenance of its facility in good condition for safe exercise and for the repair of the broken equipment at the earliest possible time after being reported. Under these conditions, use of the 24/7 Family Fitness facility shall be at the Member's sole risk and responsibility. 24/7 shall not be liable to injury or damage to the Member or his/her guests, or any damage or loss of property of any Member or guest. The Member agrees that 24/7, its officers and employees, shall not be liable for any claim of any kind, for or on account of personal injury, damage or any loss sustained by a Member, its heirs, executors, or representatives of any person claiming under the Member.
6. Any Members or guests who damage or destroy 24/7 properties are liable to replace or repair these properties.
7. Failure of the Member to adhere to any terms and/or conditions of this Agreement shall constitute a default of this Agreement. Upon default by the Member of this Agreement, 24/7, at its sole discretion, may terminate this Agreement and all sums paid by Member under the Agreement shall be unconditionally retained by 24/7.
8. Any Member under the age of 18 must have a parent or legal guardian co-sign this Agreement. Member hereby warrants that his/her age is ____ at the time of signing. The cosigner agrees to be bound by all of the terms and conditions of this contract.
9. This Agreement and/or any of its terms may not be assigned and/or otherwise transferred in any manner by the Member. This Agreement constitutes the complete understanding between 24/7 and the Member and may only be modified by the written instrument by all its parties.

Member Name:

Address:

City, State, ZIP:

Date of Birth:

Email:

Phone Number:

Member Signature:

Date:

Guardian Signature:

Date:

Employee Signature:

Date:

Rules and Guidelines for Sharon Badminton Club (SBC)

Sharon Badminton Club (SBC) is a member-run, co-op style badminton club. All members share equal responsibilities including junior members for setting up and taking down equipment and maintain a safe and respectful club environment. Please ask members around you for anything that is unclear and do not take things for granted. The Club may update the rules and regulations without notice as needed for the benefit of the member majority and post them for compliance.

1. SBC members use the basketball court within facilities of "24/7 Family Fitness" located at 333 Tosca Drive, Stoughton MA 02072. Three World Badminton Federation (BWF) standard courts are exclusively for playing badminton during times negotiated with the 24/7 Family Fitness. All members must abide rules and regulations established by "24/7 Family Fitness". The club board reserves the right to explain and amend the rules and guidelines.
2. SBC Membership is on a yearly basis. The membership fee is paid up front directly to the facility and is not refundable. SBC membership cannot be terminated and is not transferable by the principal before the season ends. A membership transfer will be considered on a case-by-case basis by the club organizers. A granted membership transfer is completed with a formal registration process. Annual membership fees are the same for adults and juniors and proposed to be at different for various membership types. Members with different membership subscription will take court time defined for their specific membership types. Exact court time for different memberships may alter by the registration results and feedbacks from members during the season. A one-time \$20 club equipment fee is collected during registration regardless of when a new member joins the club.
3. We strongly recommend juniors register together with an adult. Junior only registration will be evaluated on a case-by-case basis. Guardians who are not SBC members cannot play on the court even if your children are registered as junior members.
4. NO unregistered player substitution is allowed for any members, and no membership substitution is allowed.
5. The club will only train and play with feather shuttlecock. Members must bring their own shuttlecocks. Each member should contribute shuttlecocks for practicing skills and playing games. SBC suggests each player put down one shuttlecock close to the net stands before a play session begins. The club organizes bulk orders of shuttlecocks to get the lowest possible price and savings with bulk shipping.
6. The right to accept and enroll new members to SBC is exclusively reserved and determined by all current SBC members and by the availability of court time. For people who join club after a season starts, the membership fee will be pro-rated. The pro-rated membership fee will be used to cover shuttlecocks, equipment maintenance, and other club related expenses.
7. The weekly distribution of playing time, including both adult sessions and junior sessions will be determined by the number of members in each session.
8. During a pandemic, members will use a Google sheet to sign up weekly for sessions to play continuously or rotate among members in a session. Members are encouraged to find their skill-matched groups and sign-up together to play. Each member can sign up for one play session on a day.
9. Members with advanced skills may volunteer to coach other members. However, parents of junior members are responsible to coach and guide practice of junior members after training sessions.
10. The club may engage professional coaches to train members. However, the club does not stand behind nor offer any warranties of the quality or reliability of these services.
11. No street shoes are allowed on the courts. Keep your badminton shoes clean and do not wear them outside the courts. Dirt-free courts are safer and more fun to play on.
12. The club is not liable for any injury of the players or lost/damage of personal belongings. Please take good care of your young children and keep an eye on your belongings. Parents and guardians of junior members younger than 13 are required to stay during their club play times.

Member Initial:

Date:

Guardian Initials:

Date:

Emergency Contact Name:

Phone number:

Employee Initial:

Date: